



Bid Number 50-00147990

**Two (2) Year Contract for Street Lighting Maintenance for the
Westbank Harry Lee Expressway for the Jefferson Parish Engineering
Department**

BID DUE: July 31, 2025 AT 2:00 PM

ATTENTION VENDORS!!!

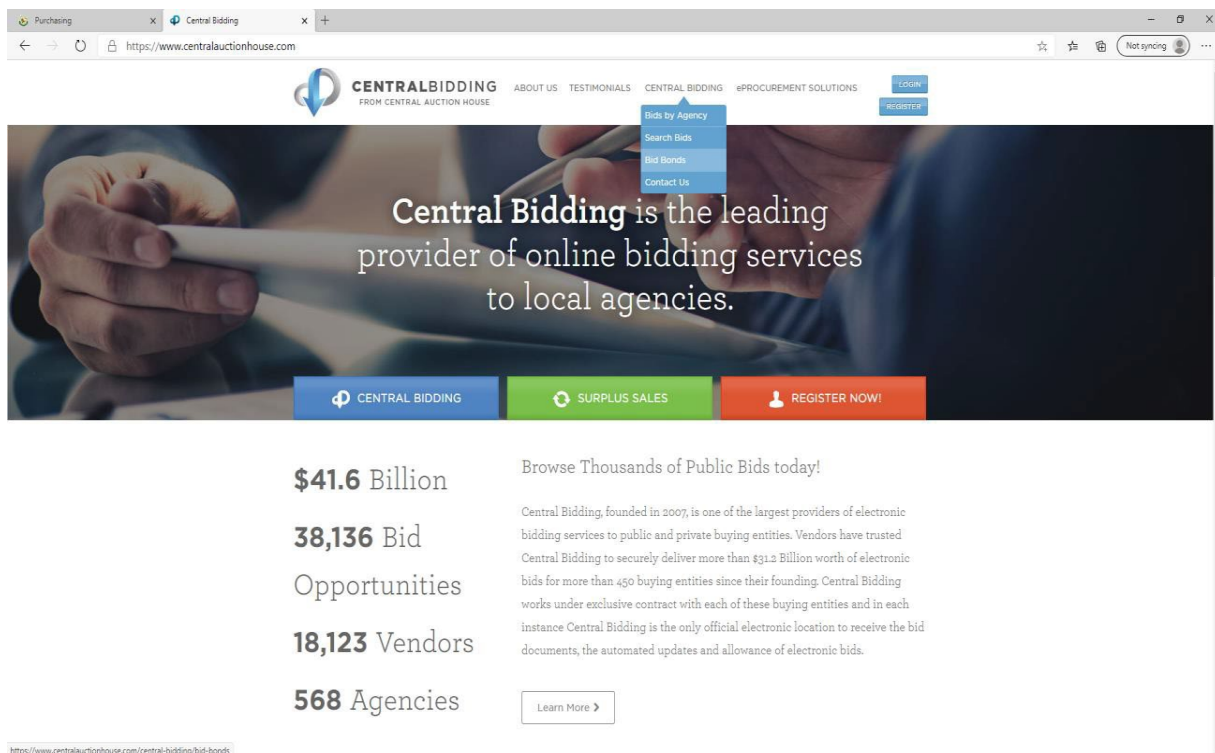
**Please review all pages and respond accordingly, complying with all provisions
in the technical specifications and Jefferson Parish Instructions for Bidders and
General Terms and Conditions. All bids must be received on the Purchasing
Department's eProcurement site, www.jeffparishbids.net, by the bid due date
and time. Late bids will not be accepted.**

**Jefferson Parish Purchasing Department
200 Derbigny Street
General Government Building, Suite 4400
Gretna, LA 70053
Purchasing Specialist: Sean Dumas
Email: Sean.Dumas@jeffparish.gov
Phone: 504-364-2808**

Bid Bond

An Electronic Bid Bond must be submitted with this bid, through one of the respective clearing houses at <https://www.centralbidding.com/bid-bonds/> To access the bonding companies on Central Bidding, hover over the “Central Bidding” link at the top of the page and select the “Bid Bonds” link.

The electronic bid bond number is to be placed in the required section listed on the standard envelope. Scanned copies of bid bonds will not be accepted with your submission.



The screenshot shows the Central Bidding website interface. The browser address bar displays <https://www.centralauctionhouse.com>. The website header includes the Central Bidding logo, navigation links (ABOUT US, TESTIMONIALS, CENTRAL BIDDING, #PROCUREMENT SOLUTIONS), and user options (LOGIN, REGISTER). A dropdown menu is open under the CENTRAL BIDDING link, showing options: Bids by Agency, Search Bids, Bid Bonds, and Contact Us. The main banner features the text: "Central Bidding is the leading provider of online bidding services to local agencies." Below the banner are three buttons: CENTRAL BIDDING, SURPLUS SALES, and REGISTER NOW!. The page content includes statistics: \$41.6 Billion, 38,136 Bid Opportunities, 18,123 Vendors, and 568 Agencies. A text block states: "Browse Thousands of Public Bids today!" and "Central Bidding, founded in 2007, is one of the largest providers of electronic bidding services to public and private buying entities. Vendors have trusted Central Bidding to securely deliver more than \$31.2 Billion worth of electronic bids for more than 450 buying entities since their founding. Central Bidding works under exclusive contract with each of these buying entities and in each instance Central Bidding is the only official electronic location to receive the bid documents, the automated updates and allowance of electronic bids." A "Learn More" button is present at the bottom of the text block. The footer shows the URL: <https://www.centralauctionhouse.com/central-bidding/bid-bonds>.

\$41.6 Billion

38,136 Bid Opportunities

18,123 Vendors

568 Agencies

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Two (2) Year Contract for Street Lighting Maintenance for the Westbank Harry Lee Expressway for the Jefferson Parish Engineering Department

PRE-BID CONFERENCE

A Pre-Bid Conference will be held at 9:00 A.M. on July 10, 2025 in the Purchasing Department, Suite 4400, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053.

LICENSE REQUIREMENTS

- **A Louisiana State Commercial Contractor's License in ELECTRICAL.**
The above LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and the license number must be entered in the appropriate field in the Electronic Procurement system. Failure to comply shall cause the bid to be rejected.
- **A Jefferson Parish Electrical Class "A" Contractor's license.**
Any Supervisor assigned to manage, coordinate or supervise the required work assigned on any Jefferson Parish work site for the Division of Street Lighting shall possess a Jefferson Parish Class "A" Electrician License. Proof of licensure must be submitted upon request from the Department.

BONDS

- A 5% surety bond is required with the bid submission.
- A Performance Bond in 50% of the contract amount is due at the signing of the formal contract.
- A Payment Bond in 50% of the contract amount is due at the signing of the formal contract.

SECTION A – STATEMENT OF PURPOSE

The Parish of Jefferson is requesting bids for the repair and maintenance of Jefferson Parish's Major Roadway lighting system for the Westbank/Harry Lee Expressway Hwy 90B from the Orleans Parish line to Hwy 90 in Bridge City/Avondale, both elevated and ground level. This will allow the Parish to secure a licensed and qualified repair and maintenance Electrical Contractor for the Westbank/Harry Lee Expressway street lighting system and other electrical needs throughout the Parish identified in the attached documents.

In an attempt to ensure the maximum effectiveness of the street lighting system at the minimum cost, the Parish of Jefferson is soliciting bids from all interested licensed and qualified Contractors. The selected Contractor shall provide all labor, materials, and equipment for the repair and maintenance of Jefferson Parish Westbank/Harry Lee Expressway street lighting

system. Materials shall be provided by the Contractor unless otherwise stated in the attached contract documents. An inventory of any Parish-owned materials shall be maintained by the Contractor and confirmed on a monthly basis. The Bid shall include provisions for regular repair and maintenance of the Jefferson Parish Westbank/Harry Lee Expressway Street Lighting System as described in Section G of the attached documents, as well as preventive maintenance which shall include the re-lamping of specific Westbank/Harry Lee Expressway lighting, Pathway lighting and the rebuilding of underground elevated/overhead conduit and wire where such wiring has been damaged or deteriorated beyond repair. Additionally, the bid may provide for the installation of new systems when approved by the Director of the Department of Engineering or his/her designated representative.

SECTION B – BACKGROUND INFORMATION

The Parish's Westbank/Harry Lee Expressway street lighting system consists of approximately:

- 1348 Roadway lights including 84 Drop Lights and 88 Column Lights
- 1024 metered lights, 51 in the City of Gretna HPS,
- 273 metered pathway Metal Halide type lights and
- 100 unmetered (HPS) lights at Hwy 90 turnaround at Bridge City.

The Contractor shall be responsible for maintaining all of said light which shall include the associated underground, overhead and elevated conduit, wiring, controllers and service points (feed points). of which, the Contractor shall be responsible for maintaining all those owned by Jefferson Parish.

SECTION C – SCOPE, QUALITY OF WORK, GUARANTEE

1. System Sites

The Jefferson Parish Westbank/Harry Lee Expressway Roadway and Pathway lighting system equipment is located on the Westbank of Jefferson Parish and includes underground, overhead as well as elevated conduit, wiring, service connections points, foundations, poles and lighting controllers (with accompanying materials as specified).

NOTE: As-built Drawings, Plans and Specifications shall be available to the contractor on an as needed basis. Any changes or modifications to the system(s) drawings shall require inspections, documentation and returned the Street Lighting Division.

2. Examination before Bid

At the time of submitting a Bid, each Contractor shall be presumed to have inspected the Parish-owned Westbank/Harry Lee Expressway Streetlight system to be informed of existing conditions, and to have read thoroughly and be familiar with the specifications and requirements so that the Contractor fully understands the scope and all requirements, limitations, restrictions and coordination of the work.

It is expected that the bidders are aware of the number of Parish-owned poles, the general locations of the poles; the type of poles and an inventory of types of poles and fixtures, (Pages 22 – 25, also See Appendix-1 Streetlight Inventory, Appendix -2 Labor and Material-Articles of

Description, as well as Appendix-3 Parts List). The failure or omission of any Contractor to examine any form, instrument or document, or the existing condition of the street lighting system shall in no way relieve any Contractor from any obligation in respect to its Bid. **Each Contractor shall include in its respective Bid a sum sufficient to cover the cost of all items with mark-ups, overhead, equipment, material, and labor required to maintain the Westbank/Harry Lee Expressway street lighting system in accordance with the standards and specifications set forth herein and in the resultant contract, if any.**

3. Scope, Quality of Work, Guarantee

The Contractor shall furnish all labor, materials, and equipment necessary to perform and complete the work called for in the specifications, plans, or other instructions referred to in the resultant contract unless otherwise specified in Section G of the attached documents. All work shall be done in a quality manner by workers skilled in their respective trades. It is required that each work crew has at least one (1) Jefferson Parish-licensed electrician (Class C Maintenance, no filing privileges) or higher, who shall be present and/or Supervise the work location. Proof shall be furnished to Jefferson Parish Engineering Department/Street Lighting Division upon request. A certificate or other proof of licensing shall be provided to the Jefferson Parish Street Lighting Division for each licensed electrician to be employed for work covered by this contract and each Special Work order. Jefferson Parish will accept Louisiana Electrical License and Jefferson Parish Electrical Class "A" license or a Jefferson Parish Licensed Electrical Supervisor, which shall be sufficient to cover skilled workers on crews or project site.

Any qualifying Contractor shall be required to hold both a Louisiana Electrical license and a Jefferson Parish Electrical Class "A" Contractors license.

All work shall be performed by employees of the contractor. Subcontractors may be employed for specific tasks such as road boring, concrete cutting, etc. Such subcontractors must be coordinated with the Street Lighting Division and approved by the Director of the Department of Engineering, the Street Lighting Division or his/her specified representative prior to any such work being assigned by the Contractor. Assignment of basic electrical maintenance work shall not be permitted unless approved in writing by the Director of the Department of Engineering, The Street Lighting Division or his/her designated representative. The work shall be completed within the time stated in the contract, but the Contractor shall not be liable for delays due to causes beyond its reasonable control, all of which shall be confirmed by the Street Lighting Division and properly documented to be considered. The Contractor shall comply with the Parish's performance schedule unless the Parish formally declares and approves an extended time interval for work completion and system acceptance. The Contractor shall be responsible for the immediate repair or replacement, at its expense, of any defective equipment or materials furnished by the Contractor. In the event an existing underground conduit for drainage, water, sewer, cable TV, telephone, gas or fiber optic equipment that has been properly identified, is damaged by the Contractor, the Contractor shall be responsible for repairs at their own expense.

4. Performance Bond and a Labor and Material Payment Bond

Simultaneously with its delivery of the executed Contract, the Contractor shall be required to deliver to Jefferson Parish, a Performance Bond and a Labor and Material Payment Bond fully executed by the surety in the amount equal to 50% of the contract price. (See the section **Bonds**). These are two separate bonds.

SECTION D – CONTRACT TERM

The contract shall be effective for a period of Two (2) years from the date of the formal contract.

SECTION E – DOCUMENTATION

1. Documents and Exhibits

- a. The Parish of Jefferson reserves the right to determine whether a Contractor is responsible and has the ability and resources to perform the requirements of the contract in full, including compliance with all specifications.
- b. The Bidder's current or planned service capability as related to satisfying the requirements of this document may be requested. This includes but is not limited to: previous street lighting contracts which included the repair or replacement of underground, overhead and elevated street lighting systems, the installation of new street lighting systems, or previous roadway lighting and maintenance experience which included repair and/or replacement of underground, overhead and elevated street lighting systems.
- c. The Bidder may add or include other pertinent information, not specifically requested, which they feel may serve to substantiate the Bidder's capabilities or the Bidder's ability to fulfill the obligations imposed. Jefferson Parish reserves the right to request additional information from any Bidder to satisfy any responsibility requirements.

2. Additions, Deletions and Alternatives

- a. Jefferson Parish reserves the right to make nominal quantitative and qualitative changes on an as needed basis in the requirements set forth in this Bid Request. There is no percentage of total lights or escalation clauses on Public Works Bids. See Appendix # 1, 2 and 3 as a Roadway Lighting Inventory, Labor and Materials-Articles of Description and Parts list of streetlights and street light fixtures on the Westbank/Harry Lee Expressway Streetlight system in Jefferson Parish; However, Jefferson Parish may install lighting on roadways, or may upgrade/retrofit existing Parish-owned poles/lighting to LED on Parish-owned systems. Any additional lights shall be absorbed into the system. Should Jefferson Parish convert a system or retrofit part of a system to LED, Induction, etc., Jefferson Parish shall furnish a replacement fixture by way of Inventory or purchased by the contractor and reimbursed by way of line item or Section H, Lump Sum. However, if any repairs are

deemed major, the Street Lighting Division shall consider this repair as a Special Work Order.

- b. The materials, products, and equipment described in this Bid Request establish a standard of required function, appearance, and quality to be met by the specified material or product and by any proposed substitution. Any substitutions shall be approved by Jefferson Parish.
- c. Bidders desiring to substitute items for products not specified, and which they believe to be equivalent in kind, maintenance, quality, function, inventory and appearance/aesthetics, shall submit their requests with complete specifications, drawings, performance certification, tests, warranty and any other pertinent supporting to the Division of Street Lighting. Such supporting data shall include samples, when so requested. **No substitutions shall be approved without a sample being submitted and/or visually inspected by the Division of Streetlighting.**

Data shall also include citation of several situations wherein the proposed substitute material or product has been successfully used. Any proposed substitute item shall comply in all respects with the manufacturer's specifications. If required by Jefferson Parish as a condition of accepting the proposed substitute, Bidder shall furnish special guarantees warranting the qualities of the substituted item as required. Jefferson Parish reserves the right to reject substitutions that will compromise the quality, aesthetics, inventory and maintenance purpose, or performance of the system. Bidders shall recognize that the function, performance, capacity, accessories, and utility service requirements are based upon the equipment referenced in the specifications and that:

- 1. If a substitute product varies in this respect and is approved, the Bidder shall be notified of such approval by Jefferson Parish.
- 2. Approval of substitute(s), if and when given, does not relieve the Contractor, the material/product supplier or the manufacturer from any responsibility in the performance of said substitute. It shall be the responsibility of the Contractor that the material/product installed shall serve the functions, quality and intent of all drawings and specification requirements as well as warranty information.
- 3. Delays in delivery of substituted items shall not be cause for change of installation or construction schedule or stipulated contract completion unless specifically granted by the Director of the Department of Engineering or his/her designated representative.
- 4. Delay in submittal of proposed substitute items, as noted in schedule above, or items submitted with inadequate data shall be subject to rejection without review. No Fixture submittal shall be approved without the inspection and physical review of the requested product.

SECTION F – GENERAL SCOPE OF WORK, SERVICE AND REPORTING REQUIREMENTS

The work performed under this contract shall consist of providing the following maintenance and repair for all Parish-owned Westbank/Harry Lee Expressway street lighting systems on the Westbank of Jefferson Parish. Repairs and Maintenance services shall include a Minimum of 1 – 2-man crew, (1 Electrician and 1 Helper/Laborer) daily as specified in **Section I, Item 1 – Work Hours**, as well as all labor, supervision, equipment, materials, overhead, insurance, and administration necessary to provide the services described in these specifications unless specifically excluded in Section G. Items 0020 thru 0200 of the Labor and Materials Articles of Description shall only be billed for Special Work Orders. The Contractor shall also be responsible for all High Pressure Sodium, Metal Halide, and LED lighting.

The specific scope, terms, and conditions of the foregoing work are set forth in Section G.

SECTION G – REPAIR AND MAINTENANCE STANDARDS AND SPECIFICATIONS

1. General

- a. Roadway classifications shall be as defined in the Illuminating Engineering Society Recommended Practice for Roadway Lighting (ANSI/IES RP-8-14) or as directed by Jefferson Parish Department of Engineering, Division of Street Lighting.
- b. Disposal of spent or damaged system components shall be the sole responsibility of the Contractor.
- c. Recycling of used materials shall comply with all EPA guidelines regarding the disposal of hazardous materials, particularly with the disposal of Mercury Vapor lamps and Metal Halide lamps.
- d. The Street Lighting Division reserves the right to approve manufacturers and specifications of all materials and equipment used, including lamps and photoelectric cells, as well as all HPS/Metal Halide and LED fixtures/lighting, see Section E, 2- a, b, and c- items 1 thru 4 for any substitutions.
- e. The Jefferson Parish Street Lighting Division reserves the right to determine the order in which the work orders are scheduled.

2. Requirements and Specifications of Repairs and Maintenance

The following repairs shall be performed by the Contractor as part of Regular Repair and Maintenance of the system with cost included.

Line Item 0010 shall be for Investigation of Multiple outages, power outages, service or controller(s) outages, circuit failure or blown fuse(s) and/or breaker reset. Work orders will be issued for this item “ONCE” per section of roadway. Once power has been confirmed and the infrastructure is operable, it shall be understood that repairs shall

begin for Spot outages or multiple repairs for the same section of roadway and billed under the appropriate line items.

The contractor will be allowed to group work orders in order to complete multiple work orders under a single lane closure.

Once work required under Item No. 0010 is completed, additional work orders for items included in Section 2, a thru k, below shall be issued as necessary for "Spot Outage" repairs and considered a Unit/Line Item cost per Pole location. All work required on a "Per Each Pole" basis shall be included in the appropriate line items as per the Articles of Description. If multiple part changes/repairs, are required at a single pole, only one spot outage shall be billed with the remaining costs being billed under various items for parts and labor only costs. It shall be mandatory for each pole location, either by Pole number, physical address and/or GPS coordinates included on the work order for necessary repairs made at that Pole location.

a. Spot outages, or multiple light outages, or bad fixtures, which may include High Pressure Sodium, Metal Halide, and LED, as reported by citizens, Entergy, or others shall be investigated/repared by the Contractor according to the scope and service schedule in Section F, G, H and I. Power failure/Outages caused by shorted circuits, Breaker tripped, Bad Contactors/Relays at controllers, shall be included in the Primary investigation Line Item 0010. Contractor shall be responsible for all labor, equipment and incidental/miscellaneous materials, etc. to repair outage from ground level/E-box to Fixture. Such as: Fixtures, ballasts, drivers, transformers, luminaries, lamps, LED Lamp (COBBS), starters, and/or warranted fixtures, bases, globes, photoelectric controls, pole conductors, fuses, fuse holders/ fuse boots, 3M underground splice kits. Shrink tubes and compression butt splices may be used in readily accessible areas such as E-boxes, pole hand-hole covers and areas associated with the repair or replacement.

(See Standard Materials List Section L, these Items are to be included in the Line Item cost for Re-imburement.

ALL labor shall be the responsibility of the contractor as a normal "bad head" repair /replacement as part of the contract "Per Each Unit" cost. As stated above, LED replacements lamps (COBBS) can be used for ballast by-pass and replacement with Warranty Guarantee, and shall be allowed in comparable Wattage/Lumen rating, 4000 K color rating. If the fixture is covered under warranty and it is determined that the fixture is defective, Jefferson Parish shall provide a replacement fixture or the contractor shall purchase said fixture and be reimbursed as per the Articles of Description. Defective fixture shall be returned to Jefferson Parish in a timely manner, this does **NOT** apply to fixtures in Section G – 3, below.

NOTE: There are no reports/quantities of fixtures (heads HPS or LED Cobra type) that were reported as damaged or non-functioning and needed to be replaced. Fixtures that are out prior to the start of this contract with Bad Fuses, Lamp, Ballast or Photo Control,

Pole wiring and Bad fixtures shall be included in this contract and considered a "Per Each Unit" for Repairs and Maintenance.

- b. Identifying Circuit faults that require replacement or repair of underground, overhead and elevated line or lines contained in conduit or direct buried, including cut wire/cables SHALL BE COVERED UNDER Line Item 0010, these types of repairs shall be issued under a "Special Work Order". In the event of a shorted ballast or part in the fixture or pole, a ballast by-pass may be applied and a LED lamp (COBB) as stated above can be used and utilized as ballast/ballast kit replacement. Should any additional repairs be needed, pole shall be disconnected from the circuit allowing the circuitry to continue to be energized for the operation of the remainder of the lights on said circuit until repairs can be made. All replacement of poles or foundation repair/replacement, shall be issued on an "as needed basis" or Special Work Order, and verified by the Division of Street Lighting. Exceptions to this requirement are contained in Special Work Orders (See Section H).
- c. Contactors/relays which are central service points/controllers for the Westbank/Harry Lee Expressway Streetlight system shall be replaced and billed when necessary under a Special Work order using Line Items in the Articles of Description. See item (i)below.
- d. All Lighting repairs and the changing of lamps on the Westbank/Harry Lee Expressway, Hwy 90B, both elevated and ground level as well as one (1) High Mast with four (4) - 1000watt HPS lights at the Orleans/Jefferson Parish Line, unless specifically exempt as stated in Section G.
- e. For the replacement of all poles, fixtures and shades: The successful bidder shall have a "Grace Period" of 15 days after acceptance of the contract, to meet/discuss with the Street Lighting Division on supply, materials, priority/preferences, delivery, etc.; for Special Work Orders, and submit a copy of an order/invoice to the Street Lighting Division with delivery time/date, for approval on Section G - 3 below. All partial orders/item availability shall be approved by the Director of Engineering or his/her designated representative. Any penalties associated shall be at the discretion of the Department of Engineering, or Street Lighting Division.
- f. The regular repairs and maintenance of all Standard Commercial & Major roadway poles, Aluminum, Steel and/or Concrete, arms & fixtures HPS, MH, LED or (See Standard Material List Section K, Pages 22-25 of this document, as well as Labor and Materials Articles of Description). The Contractor will be responsible for all labor, equipment, and other material costs associated with the repair or replacement of parts.
- g. Locating and/or marking underground cables.
- h. Tree trimming – Minor tree trimming shall be authorized only as required to make a safe operating system. Only limbs that are under 2" in diameter shall be trimmed away from the light to insure the light will shine on the street. Prior to working in any areas requiring more than minor tree trimming, or for the repair of underground circuits which may cause damage to trees, the Contractor shall contact the Street Lighting Division and the Jefferson Parish Arborist, prior to any tree trimming.
- i. Underground, overhead/elevated or in conduit circuit repairs – Contractor shall maintain, repair, and replace underground/overhead/elevated or in conduit street light circuits, and any portion of the entire circuit to correct street light outages under a "Special Work Order" and

billed under the Articles of Description. The contractor shall be responsible for the initial investigation/troubleshooting of any elevated/underground Expressway circuitry, Service point, controller damage, breaker, relay/contact reset, etc; under a Line Item 0010. Restoration of service shall be made as soon as reasonably possible. As used in this section and throughout the contract, the term underground/overhead/elevated or in conduit street light circuits shall mean such circuits that are owned by Jefferson Parish. All repairs shall be of a permanent nature except as specifically allowed in Section H. Reasonable effort shall be taken to protect pedestrians and vehicular traffic from all contact regarding excavations. When permanent repairs are made, the excavation shall be filled and the original surface condition shall be restored.

NOTE: Daily Lane closures on the Westbank/Harry Lee Expressway will require approval from the LADOTD and the Division of Street Lighting that the standard roadway lane closure procedures are met; ie-arrow board, cones etc. Communications and closures shall be strictly adhered to for the elevated portion of the Westbank Expressway, for on – off ramp maintenance and repairs. Weekend or night work may be required, the shoulder lane may be used for portions of the Elevated Roadway between the hours of 9am to 3pm, however arrow board, cones and Police Detail will still be necessary for proper lane closures for the Elevated portion.

THE STREET LIGHTING DIVISION SHALL INSPECT ALL OVERHEAD/ELEVATED AND UNDERGROUND WORK BEFORE BEING CONCEALED.

j. Miscellaneous Services

1. Contractor shall be required to pick up and temporarily store poles, bases, luminaries, and related material removed for Public Works projects, per Section I, 3-b and billed as per the Articles of Description.
2. Contractor shall be required to dispose of damaged poles, bases, luminaries, and related hardware at no charge to Jefferson Parish.

k. Retrofit/LED Cobra Type Fixture Installation:

The Parish will begin replacing existing HPS fixtures with LED fixtures under this contract. Parish will issue work orders per section of roadway. For work orders requiring multiple LED installation, the cost of the fixture shall be billed under Item No.0770 with all other necessary labor, materials, and equipment being billed under Item No. 0230.

All Pole replacements in the term of this contract shall be issued by the Jefferson Parish Division of Streetlighting as a “Special Work Order” or “as needed basis”. See Section I for pick-up of downed poles.

3. INVENTORY, ASSOCIATED TYPE, GUIDELINES AND DESCRIPTION

1. The Repair of Decorative Bike Pathway Fixture including Lamps, Bulbs, Ballast, Fuses, PE, Etc; HPS, MH, LED shall be shall be repaired under line items in the Articles of Description. See Standard Material List Section K, pages 22 – 25 as well as Labor and Materials Articles of

Description Line Item 55. The Contractor shall still be responsible for labor and equipment as well as all other material costs. In the event of Lamps, Ballast, etc; not being available and/or LED/Induction, etc.; is the only option, LED Lamp (cobb) type shall be allowed for by-pass and Ballast replacement and included in the appropriate line item. All specifications must be equal to existing lamp, Lumens, Wattage, color scheme 4K shall be equaled with IES File submitted and approved by the Division of Streetlighting. Should the Fixture require changing, Jefferson Parish shall supply the fixture(s) or the contractor shall supply the approved Fixture and Jefferson Parish will pay the contractor the Line Item cost only. The Contractor shall still be responsible for labor and equipment as well as all other material costs as a normal bad head change. Before any repairs/changes are made, Jefferson Parish shall approve any retrofits/replacements as per the "or equal" substitute item, See Section E, Item 2, a, b, and c above. In the case of a pole knock down, pole pick-up shall be in accordance with Section I, 3, b. The replacement shall be issued under a "Special Work Order".

NOTE: There are approximately 273 – 175Watt MH type fixtures.

2. The Repair of Major Roadway or Commercial Roadway Fixtures including Lamps, Bulbs, Ballast, Fuses, PE, Etc; Cobra, Box Style/Mongoose, for 400watt HPS, Metal Halide damaged, vandalized and/or missing, or any combination thereof for the term of this contract, shall be repaired under the Articles of Description. (See Standard Material List Section K Pages 22-25, as well as Labor and Materials Articles of Description. In the event of Lamps, Ballast, etc.; not being available in HPS/MH and/or LED/Induction, etc.; is the only option, LED Lamp (cobb) type shall be allowed for by-pass and Ballast replacement and included in Line Item 0010. All specifications must be equal to existing lamp, Lumens, Wattage, color scheme 4K shall be equaled with IES File submitted with Warranty and Guarantee, and approved by the Division of Streetlighting. Should the Fixture require changing, Jefferson Parish shall supply the fixture or the contractor will supply the approved Fixture and Jefferson Parish will pay the contractor the Line Item cost only. The Contractor shall still be responsible for labor and equipment as well as all other material costs as a normal bad head change. Before any repairs/changes are made, Jefferson Parish shall approve any retrofits/replacements as per the "or equal" substitute item, See Section E, Item 2- a, b, and c- above.

NOTE: There are approximately 544 – 400Watt HPS type fixtures.

3. The Repair of Major Roadway or Commercial Roadway Fixtures including Lamps, Bulbs, Ballast, Fuses, PE, etc.; - Cobra head, Box Style/Mongoose for 250watt HPS, Metal Halide damaged, vandalized and/or missing (any combination thereof) shall be repaired under Item No. 0010 Repairs and Maintenance Work Order. (See Standard Material List Section K, pages 22 - 25 as well as the Labor and Materials Articles of Description. In the event of Lamps, Ballast, etc; not being available in HPS/MH and/or LED/Induction, etc.; is the only option, LED Lamp (cobb) type shall be allowed for by-pass and Ballast replacement and included in Line Item 0010. All specifications must be equal to existing lamp, Lumens, Wattage, color scheme 4K shall be equaled with IES File submitted with Warranty and Guarantee, and approved by the Division of Streetlighting. Should the Fixture require changing, the contractor will supply the approved Fixture and Jefferson Parish will pay the contractor the Line Item cost only. The Contractor shall still be responsible for labor and equipment as well as all other material costs

as a normal bad head change. Before any repairs/changes are made, Jefferson Parish shall approve any retrofits/replacements as per the "or equal" substitute item, Section E, Item 2, a, b, and c above. The Contractor shall pay all labor, equipment, and other material costs associated with the repair or replacement.

Note: There are approximately 443 – 250watt HPS type fixtures.

4. The Repair of Major Roadway or Commercial Roadway Drop Light Fixtures including Lamps, Bulbs, Ballast, Fuses, PE, etc.; - Wall Flasher, Cobra head, Box Style/Mongoose for 100, 150watt HPS, Metal Halide damaged, vandalized and/or missing (any combination thereof) shall be repaired under Item No. 0010 Repairs and Maintenance Work Order. (See Standard Material List Section K, pages 22 - 25 as well as the Labor and Materials Articles of Description, Item 23). In the event of Lamps, Ballast, etc; not being available in HPS/MH and/or LED/Induction, etc.; is the only option, LED Lamp (cobb) type shall be allowed for by-pass and Ballast replacement and included in Line Item 0010. All specifications must be equal to existing lamp, Lumens, Wattage, color scheme 4K shall be equaled with IES File submitted with Warranty and Guarantee, and approved by the Division of Streetlighting. Should the Fixture require changing, the contractor will supply the approved Fixture and Jefferson Parish will pay the contractor the cost of the Line Item only. The Contractor shall still be responsible for labor and equipment as well as all other material costs as a normal bad head change. Before any repairs/changes are made, Jefferson Parish shall approve any retrofits/replacements as per the "or equal" substitute item, Section E, Item 2, a, b, and c above. The Contractor shall pay all labor, equipment, and other material costs associated with the repair or replacement.

NOTE: There are approximately 84 – 150watt HPS type fixtures.

5. The replacement and installation of Individual Shades and/or Lenses (any combination thereof under 5 in a row) damaged, missing or broken, the contractor shall pay all labor, equipment and other material cost associated with the repair or replacement under Line Item 0360 for Repairs and Maintenance Work Order. Should the fixture be obsolete and no shade replacement is available, Jefferson Parish shall replace the fixture.

6. The purchase and installation of individual pole hand-hole covers shall be covered under Line Item 0360, for more than Five (5) consecutively in a row see Section H. The Contractor shall supply all labor, equipment, and other material costs associated with the repair or replacement under Item 0360 Line Item Repairs and Maintenance Work Order. A Special Work Order or Cost Estimate shall be issued/required should there be a request for more than Five (5) consecutively missing for replacement, see Section H.

Missing, damaged or broken hand-hole covers shall be replaced with properly fitting covers. Taping is **NOT** allowed.

NOTE: Item 7 below shall be issued as an "As needed Basis" or a Special Work Order with cost estimate and performed as a lump sum unit price for missing poles: This Item shall **NOT** be included in Line Item 0010.

NOTE: There are approximately 25-30 Standard Commercial/Major roadway poles presently knocked down, missing and/or need to be replaced. All Pole replacements in the term of this contract shall be issued by the Jefferson Parish Division of Streetlighting as a Special Work Order” or “as needed basis”, with a “Not to Exceed Cost Estimate” and timeline of completion as per Section H -1, a & b.

Commercial and Major Roadway Pole Replacement and Installation:

The cost for the purchase, installation as well as storage and delivery of Poles, Arms and Fixtures shall be included in the appropriate Line Items as outlined below. All labor, equipment and incidental/miscellaneous materials necessary to install the following items shall be included in the Line Item price.

7. The ordering and purchase of Twenty-Five (25) Standard Commercial & Major roadway Aluminum poles, arms, TB bases & fixture packages HPS, that are presently missing, ITEM 48 thru 58 of the Articles of Description, size and quantity per order shall be determined by the Division of Streetlighting. The price for this item shall include all costs associated with the replacement and installation of such quantity of Standard Commercial & Major Roadway Aluminum, Steel or Concrete poles missing, including fixtures, arms, bases, fuses, fuse connectors and wiring, (See Labor and Materials Articles of Description Item 44 thru 54 and the Standard Material List Section K, pages 22-25 **(Part numbers are Generic and may need to be adjusted and/or updated)**). The work covered under this item shall be assigned as a “Special Work Order” In accordance with Section H following the contract award with notice to proceed and billed as Lump Sum.

Should additional foundation replacement/repairs be needed, they shall be addressed by the Division of Streetlighting, the Director of Engineering for the additional work/cost, etc..

4. Routine Emergency Work Orders

Routine Emergency Work Orders are those which should be undertaken immediately and completed during the standard workday as established by mutual consent of the Parish and the Contractor and utilizing no overtime. These include, but are not limited to: cut cables, downed poles, damaged foundations, falling fixtures, exposed wires, or other situations which may endanger the public if not immediately addressed.

5. Re-Lamp Replacement Procedures

Re-lamping in this contract term shall be for All Wattages, 120/240V or 240/480 Volt High Pressure Sodium lamps retrofits, as well as LED (COBB) lamp by-pass as Ballast replacement, and shall be covered as Re-Lamps under Line Item 0010, and specified under items a thru f below.

Any retrofitting/updating Fixture to LED or others shall be assigned/approved by the Street Lighting Division and under a Special Work Order.

- a. The replacement of lamps and photoelectrical controls with All new Wattage, 120/240V or 240/480 Volt High Pressure Sodium lamps and new photoelectrical controls. Fixtures shall be TYPE III and semi-cutoff unless otherwise specified.
- b. Ensure that the photoelectrical control window on each fixture being re-lamped is not obstructed or triggered by other illumination.
- c. Luminaires shall be cleaned and damaged or missing glassware shall be replaced.
- d. Physical damage discovered during re-lamping shall be noted and repaired promptly. Such damage may include, but is not limited to, broken globes, missing hand-hole covers, and bent or broken support structures. In prioritizing and scheduling repairs, the safety of the public shall be the primary concern.
- e. Lamps and photoelectric controls removed from service through group Replacement shall not be reused and shall be disposed of per EPA guidelines.
- f. Jefferson Parish may retrofit some 250 Watt HPS to 200 Watt LED as well as 400 Watt HPS also on the Westbank/Harry Lee Expressway. They will be counted and absorbed into the system for the duration of this contract and considered a Special Work Order/Project with an estimated cost as in Section H, 1, a & b.

6. Pole Alignment

- a. Contractor shall plumb street light standards needing minimal adjustment which will be those that require "Shimming/Spacers", minor excavation, straightening, and sand backfill.
- b. Standards shall be set within 2.5 degrees of vertical.

7. Service Requirements

- a. Outages – In order to avoid multiple trips and compounded billing, all routine work orders shall require written documentation for Fuse change, Wiring, Hand hole cover, Photocontrol, Lamp, and/or Fixture change for work completed with Pole number, Roadway Identification and/or GPS location, and shall be forwarded to the Jefferson Parish Street Lighting Division in a timely manner. No work orders shall be closed without this documentation. All outages shall be completed using requirements of this contract as well as the Jefferson Parish Code of Ordinances, Electrical Code and shall conform to the National Electrical Code.
- b. Pole setting procedures and leaning standards – A pole setting and leaning standard procedure shall conform to the Jefferson Parish Code of Ordinances, Electrical Code, Section on Street Lighting
- c. Downed poles – In addition to the above requirement, downed pole procedures shall include the removal of debris, and if the pole cannot immediately be repaired or removed, the pole shall be moved to a safe location out of the immediate area so as not to obstruct vehicular or pedestrian traffic, see Section I for Line Item details. Any exposed conductors shall be made safe and a cone shall be secured to the top of the foundation. The Street Lighting Division shall be notified in order to issue the proper work order for repair.
- d. Circuit locations/fault finding shall be required for the location and determination of broken or cut cables as well as for the location of underground utilities owned by others.

- e. As-built maps, cut cable repairs or splices or other underground changes, relocations, feed point relocations, etc., shall be documented and reported to the Street Lighting Division.

8. Inventory and Material Requirements

- a. Contractor shall furnish all materials in Section G, 2, a - j and G, 3, 1 thru 6 above for the fulfillment of the Contract unless otherwise indicated in this contract. Materials installed in the System shall become the property of the Parish. All materials for the duration of this contract shall carry a one (1) year warranty, and/or unless otherwise carry additional warranted timeframe, shall be enforced. In addition, should the Parish own certain material which has been made available to the Contractor for the performance of the work, the Contractor shall maintain a record of Contractor-owned and Parish owned.
- b. Contractor shall maintain at least a one (1) month inventory at all times in its Jefferson Parish supply area, or deliverable the same day from a local vendor, of materials needed for the maintenance and repairs of the Street Lighting System including, but not limited to: ballasts, luminaries, lamps, starters, globes, photoelectric controls, conduit, conductors, fuses, fuse holders, fuse boots, 3M underground splice kits (shrink tubes and compression butt splices may be used in readily accessible areas such as E-boxes, Junction boxes, and pole hand-hole areas at the discretion of the Street Lighting Electrical Inspector), MG Squared termination kits, or approved equal. In the cases of rarely used items, proof of order or reorder shall satisfy the inventory stocking requirements. Should Jefferson Parish change the material specifications, Jefferson Parish shall give the Contractor sufficient notice to use the old materials in their inventory.
- c. Material specifications are subject to approval by the Director of the Department of Engineering or his/her designated representative. The current approved materials for the items listed herein are set forth in the Standard Material List Section J, Pages 22-25 included in this document. The Director of the Department of Engineering or his/her designated representative shall approve materials used in routine work orders.
- d. Used material shall **NOT** be allowed, except certain salvageable materials authorized by the Director and/or his/her designated representative. Lamps, electronic photo controls, and plastic refractors shall **NOT** be reused.
- e. Refractors shall be acrylic. Polycarbonate plastic may be used upon approval from the Director or his/her designated representative, in areas of high vandalization.

9. Inspections and Acceptance

- a. All work shall be done in a skillful and competent manner. All electrical work shall be inspected by the Electrical Inspector for the Department of Engineering, Division of Street Lighting. An application for the electrical inspection shall be filed with the Street Lighting Division with all fees waived by that department before commencement of work or before concealment of work. Fees shall be waived for all work orders issued by the Street Lighting Division. ALL CONSTRUCTION AND UNDERGROUND REPAIRS SHALL BE INSPECTED BY THE STREET LIGHTING DIVISION'S ELECTRICAL INSPECTOR.

- b. All work shall meet Jefferson Parish Code of Ordinances, and the National Electric Code specifications. The Department of Engineering, Division of Street Lighting shall authorize any specific change.

10. Safety

The Contractor shall comply with all OSHA guidelines and safety requirements including but not limited to, the use of hard hats, safety vests, gloves, safety glasses and any other safety precautions/equipment necessary to ensure a safe working environment.

11. Radio Communications

- a. Contractor shall maintain dependable and properly functioning mobile two-way facilities at each work location.
- b. Contractor shall furnish two (2) hand-held, battery operated radios/Cell Phones or equal, complete with quick charging units and capable of full communications with all other radios, to designated Parish personnel authorized by the Director. All radio equipment shall be provided and maintained by the Contractor and shall be returned at the completion of the Contract. Any lost, stolen, or damaged equipment obtained/used by Jefferson Parish shall be the responsibility of the Parish to replace.
- c. Contractor's field service personnel shall have hand-held, battery-operated radios capable of full communications with all other radios. Contractor's radio equipment shall have a panic feature which will allow its employee to alert for immediate police and/or emergency attention.

12. Vehicle Requirements

- a. Contractor's trucks shall be able to service lights mounted from 15 to 45 feet. Each truck shall be kept in good, clean physical condition.
- b. On each of the Contractor's trucks, the Contractor's name shall be clearly visible on both sides of the truck. An identification number shall be clearly visible at night on at least two sides of the truck. The Street Lighting complaint telephone number shall be visible from at least two sides of the truck.
- c. Each service truck shall be fully equipped to handle the jobs assigned for the day. Equipment shall include, but is not limited to, appropriate tools, locators, and clean-up equipment.

13. Maintenance and Protection of Traffic

- a. Contractor shall furnish barricades, traffic controls (including arrow boards and bumper trucks), police details if needed and approved, and safety devices to protect the work, the workers, and the general public. All temporary signs and barricades, when used, shall be billed under Item No. 0020. Police Traffic Control may be used on the elevated portion of the Expressway and billed under Item no. 0790.
- b. Posted traffic regulations shall be followed by field personnel and are subject to police enforcement. Exceptions shall be submitted through the Office of the Director of Engineering or the Division of Street Lighting.

- c. Contractor shall obtain from the Jefferson Parish Department of Public Works and the Louisiana Department of Transportation and Development current traffic control guidelines and shall maintain copies of said guidelines at their main and operations offices at all times.
- d. "Road Closure" notices shall be coordinated and completed for all work areas where required for public safety and for the safety of the crews working on the street lights. Notices shall be prepared and forwarded to the Street Lighting Division a minimum of two (2) weeks prior to the scheduled work.

14. Facilities and Personnel

- a. The Contractor shall maintain a supply yard, within Jefferson Parish, open to authorized Parish personnel for inspection purposes at all times that the Contractor's employees are present.
- b. The Contractor shall have a supervisor accessible to the Director or his/her designated representative at all times. Contractor's employee who is responsible for all contract administration and performance shall maintain a full-time office at the Operations Facility and shall be available during normal daytime business hours.

15. Other Requirements

- a. The Parish shall perform a follow-up night patrol inspection and/or follow-up daytime patrol inspection to note repairs and maintenance failures. The Parish is not obligated to provide notice to the Contractor of the follow-up inspections, but shall, not later than three (3) working days after any such inspection, provide Contractor with a written inspection report detailing any purported violations of this contract noted by the Street Lighting Electrical Inspector.
- b. The Contractor shall review current environmental regulations concerning the disposal of materials removed from the street lighting system and shall dispose of such materials properly. The materials include, but are not limited to, luminaire ballasts and HID lamps. Environmental regulations shall be reviewed annually.
- c. The Contractor shall comply with rules, regulations, ordinances, codes and laws relating to the work or the conduct thereof; shall adhere to applicable NEC and OSHA guidelines; shall adhere to the provisions of any Social Security and unemployment insurance laws, state, local or federal, as now and hereafter enforced, and the provisions of Applicable Workmen's Compensation Laws.
- d. Each Contractor's service crew working on electrical systems shall be supervised by an electrician licensed by Jefferson Parish.
- e. Work shall be performed using the Contractor's own personnel and resources, except as shown on the Subcontractor Disclosure Report supplied to the Director, or as agreed upon by the Director.
- f. The Contractor shall supervise and be responsible for the quality and quantity of work performed by its subcontractor. The fact that the Contractor may have subcontracted a portion of the work shall not relieve the Contractor of its liability and responsibility to the Parish for the full and timely performance of its obligations under the contract.

- g. The Contractor, its employees, subcontractors, and the subcontractor's employees shall not use or possess, be intoxicated, or under the influence of any alcoholic or other intoxicating beverages, illegal drugs, or controlled substances while on the job.
- h. The Contractor shall be an independent Contractor, having the duty and obligations to supervise and direct the work, and having control over construction means, methods, technique, sequence, quality procedures, programs, safety precautions and training.
- i. Jefferson Parish shall have the continuing right to enter the Contractor's facility and/or the worksite(s) at any time when a representative of the Contractor is present to inspect, observe, or test any aspect of the Contractor's work including, but not limited to, backfill compression, pole assembly workmanship, taping of splices, depth of cable or conduit, voltage and voltage drop, current, and insulation resistance, provided that any such actions by the Parish's representative do not unreasonably or materially interfere with the Contractor's performance of the work or any of its obligations hereunder. Jefferson Parish's exercise of its rights of access and inspection at the beginning of this contract and quarterly thereafter and shall not relieve the Contractor of its duty, as independent Contractor, to properly perform and functionally complete all work in accordance with specifications and terms of the contract, nor shall it render the Parish responsible or liable for any acts, errors, omissions, or negligence of the Contractor or its subcontractors, employees, or agents.
- j. All equipment and services to be delivered under the contract shall carry a minimum ninety (90) day warranty and maximum one (1) year warranty that shall commence upon completion of the work in which the equipment is installed. During this period, the Contractor shall provide Repairs and maintenance, and make all necessary repairs, adjustments, and provide parts replacement to the Parish at no charge to the extent that any of the foregoing repairs, adjustments, or replacements are needed as a result of defective equipment or any act or omission of the Contractor.

SECTION H – SPECIAL WORK ORDERS

1. Requirements and Specifications of Special Work Orders

- a) Special Repairs – Special Work Orders shall be issued at the discretion of the Division of Street Lighting for work not deemed to be included in the scope of Line Item 0010 the Repair and Maintenance Work Orders. Special Work Orders shall be accomplished with a cost estimate to be provided prior to the work order being issued as per this Section H, a & b. Special Work Orders shall not interfere with regularly assigned repair and maintenance work orders and shall be accomplished with fully licensed and qualified crews hired specifically for this purpose. Special Work Orders shall not be completed at overtime rates, except for Special Work Orders issued under Section H- 3, a - d, ALL SPECIAL WORK ORDERS SHALL REQUIRE DAILY TIME SHEETS FOR LABOR, SUPERVISION, MATERIALS, EQUIPMENT, ON ALL MAINTENANCE/SYSTEM REPAIR SPECIALS.
- b) All SPECIAL WORK ORDERS FOR NEW INSTALLATIONS, PROJECTS OR MAJOR RETROFITS shall be issued/assigned at the discretion of the Division of Street Lighting for work not

deemed to be included in the scope of Regular Maintenance or Repair work orders. New installations, or Retrofits shall require a written "NOT TO EXCEED" Cost Estimate, Start Date, and "Timeline of Completion", which shall be approved by the Director of Engineering and/or his/her designated representative. Special Work Orders shall not be completed at overtime rates. Any incidental/miscellaneous other items shall be billed at Contractors cost only. All work issued under this section shall not interfere with regularly assigned work orders for Maintenance or Repairs or other Special Maintenance work orders, and shall be done with totally separate crews and/or personnel. Also, any daily work crews assigned to Westbank Expressway Maintenance and repairs shall not be assigned, billed or invoiced on any new construction or Retrofit Project unless otherwise approved by the Division of Street Lighting. ALL SPECIAL WORK ORDERS SHALL REQUIRE DAILY TIME SHEETS FOR LABOR, SUPERVISION, MATERIALS, EQUIPMENT, AND SUBCONTRACTORS, ON ALL NEW INSTALLATIONS, PROJECTS OR RETROFIT SPECIALS.

The final 10% of the Total Project Estimate amount shall be withheld until the project is complete.

- **Budget Limitation:**

The construction budget for all Special Work Orders/Projects shall be determined by the Owner. The Contractor shall be advised of the budget limitation by the Director or his/her designated representative, by which the Contractor shall indicate their acceptance of same in writing. Any subsequent budget revisions shall be confirmed in writing.

- **Notice to Proceed:**

The Director or his/her designated representative shall notify the Contractor in writing to undertake the work stated in Section H-1 & 2. The Contractor shall commence the work within 15 days after receipt of such notification. If the Director desires to divide the project into various parts, a Notice to Proceed shall be issued for each part, and the Director or his/her designated representative, and the Contractor shall mutually agree upon the period of time which work for each part shall be performed. The Contractor shall be given extensions for delays beyond their control, inclement weather, deliveries, disasters beyond construction control, but no additional compensation shall be allowed for such delays.

- **Payments:**

For Special Repairs and Maintenance Work Orders the Owner shall pay the Contractor on the basis in accordance with the rates as established in the Contract Bid as outlined in Section H, Item 1 - a & b, above.

FOR Section H above both 1 and 2, LIQUIDATED DAMAGES SECTION I – 3, a-through-e shall apply to this SECTION in accordance with this contract.

2. Special Work Orders shall include but not limited to:

- a. Installation of new underground, overhead/elevated wired street lighting systems and/or Projects. All underground boring shall be inspected and approved by the Division of Streetlighting.

- b. The substantial replacement of the underground wiring, or the re-installation of underground, overhead/elevated systems due to the major rebuilding of other Parish infrastructure, i.e. streets, drainage, water, or sewerage.
- c. The repair and maintenance of any high mast lighting (1-one, 4-lamp tier @ Terry Pkwy) pole or controller replacement, foundations, etc. Any lane closure of the Westbank/Harry Lee Expressway for maintenance, repairs or re-lamping may require weekend scheduling and notification as per LADOTD. Certain Areas or Portions of the Westbank Elevated Expressway may also apply to lane closure and weekend work.
- d. The replacement of systems or parts of systems that are accomplished at the request of the Jefferson Parish Street Lighting Division for the enhancement of lighting in the area rather than for the repair or maintenance of the lighting or lighting systems.
- e. Feed point replacements which require separate panels and controllers and associated equipment and contactors.
- f. The repair and maintenance of Relays, contactors shall be controlled and shall be made to operate from dusk to dawn.
- g. Major Roadway repairs requiring foundation work and/or replacement or foundation piling repairs and as assigned by the Jefferson Parish Street Lighting Division. All Westbank Expressway roadway and Harry Lee Elevated Expressway Roadway foundations shall be a Special work order, time and materials and based on the Labor and Materials Articles of Description and shall be invoiced in accordance with Section J - 2.
- h. The *en-masse* replacement of shades and/or hand-hole covers (in excess of Five (5) consecutively (in a row), Section G, 3, items - 5 & 6 in an area determined to be replaced by the Jefferson Parish Street Lighting Division shall be deemed a Special Work Order.
NOTE: The replacement of individual shades as stated in Section G, 3 - items 5 & 6 above, and/or hand-hole covers shall be included/considered a Regular repair and Maintenance Work Order.
- i. Night inspections shall be scheduled on an "as needed basis" at the request of the Street Lighting Division. **NOTE:** See page SP-29 of the Contract Documents for All of the Westbank/Harry Lee Expressway Roadways as Jefferson Parish-owned routes to be assigned.
Night inspections shall involve the notation of outages using pole numbers, addresses, building/business name, GPS location or flagging the pole for outage locations. Reports shall be turned in to the Street Lighting Division within two to three working days and repaired within 7 to 10 working days. Night Run inspections shall be considered as a Special Work Order and shall be invoiced as such, 1.5 x the rates in the Labor Articles of Description and shall include one (1) Licensed driver / Electrician, Mechanic, or Equipment Operator and one (1) Laborer.
- j. The Director of the Department of Engineering or his/her designated representative shall make all decisions regarding the scope of Special Work Order. This is an as needed contract with size, scope and issuance of work orders dependent on available funding.

3. Requirements and Specifications of After-Hours Emergency Work Orders

Certain situations pose an increased danger to public safety and, accordingly, shall be handled as emergencies. Situations requiring emergency restoration include, but are not limited to: Pole knock-downs, hanging fixtures, and an outage of an entire circuit.

- a. Emergency work after normal working hours, on weekends, and/or on Holidays shall be as an overtime basis, billable as Labor- Articles of Description lines 0040 thru 0200 only with prior approval from the Street Lighting Division.
- b. All emergency work shall be approved by and issued through the Jefferson Parish Division of Streetlighting.
- c. In the event of a natural disaster declared by the Parish, State, or Federal Government, including, but not limited to hurricanes, tornadoes, mass flooding, and earthquake, Contractor shall:
 - Make one (1) licensed Jefferson Parish electrician and one (1) helper available to the Parish.
 - Contractor shall invoice the Parish separately for the cost of the electrician, and for the repairs made as a result of the declared natural disaster, and maintain whatever records are required for the Parish to receive Federal and State disaster assistance.
 - Daily time sheets for labor, materials, and equipment are required.
- d. In emergency situations, the service restoration personnel shall arrive at the site within twenty-four hours of the notification of the situation, restore service to the extent possible and/or make the area safe for the public and make permanent repairs according to Section H.

SECTION I - SERVICE AND REPORTING REQUIREMENTS

1. Work Hours

Work hours shall be determined by the Contractor with approval of Jefferson Parish at the beginning of the contract. However, personnel for emergency repairs must be made available Monday through Friday during the hours of **8:00 a.m.** through **4:00 p.m.** unless otherwise approved by the Street Lighting Division.

There **SHALL BE** a minimum of 1 – 2 Man Repair and Maintenance crew (1 Electrician, 1 Helper) and 1 Bucket truck able to reach 25 to 45 Ft, available on a daily basis, for Westbank/Harry Lee Expressway Streetlight repairs. They shall be required to check in to the Street Lighting Division every workday morning via hand held radio or Cell phone for any and all requests made by the Street Lighting Division **and shall be adhered to.** Daily Repair and Maintenance crews shall not be utilized, billed or part of an assigned Capital Project/Special Project in progress.

NOTE: Additional work crews shall be provided to respond to and maintain increased volume of work order request.

2. Holidays

A list of the Holidays observed by Jefferson Parish will be provided to the Contractor. The Contractor may request approval to work on these holidays on work not requiring inspection.

3. Service Time Requirements

- a. Routine Work Orders shall be completed within 5 to 7 working days after notification or the issuance of a written Work Order. The exceptions to this are Emergency Work Orders which are subject to immediate call out.
- b. Downed Poles: The Contractor shall arrive at the site within one (1) hour of notification or issuance of Work Order that has been reported fallen or knocked down, to remove the pole, arm and debris from the public right of way and make the area safe and billed under Line Item 0100 of the Labor-Articles of Description. The pole shall be removed from the area within the work day issued. If the pole is not removed by **The End** the following day it shall be subject to Section – I, 3, c Liquidated Damages.
- c. The restoration of knocked down Poles: Parish Owned Poles knocked down on the Westbank/Harry Lee Expressway shall be replaced on an “as needed basis” or Special Work Order. See Section G, 3 for missing pole replacement and poles knocked down in the duration of this contract term.
- d. Emergency Restorations (including cut cables): The Contractor shall arrive at the site within one hour of notification to make emergency restorations, to make the area safe or to repair and reset feed points.
- e. Locate and Mark Underground Cables: The Contractor shall locate and mark underground cables within 24 to 48 hours or by the date requested.

4. Reports

- a. Re-lamp Reports to be provided monthly if applicable - Status report showing the locations completed.
- b. Material Usage report to be provided monthly – Report on the material usage per month.
- c. Daily reports
 - 1. Final inspection Report/Serviceman’s Report showing work required for the completion of the repair as well as updated underground circuit schematics.
 - 2. All Entergy Problem Reports SHALL BE submitted to the Jefferson Parish Street Lighting Division at the end of each day.

All reports are to be provided to the Division of Street Lighting by FAX or E-Mail. (See Section J regarding Penalties for Non-compliance.)

SECTION J – SCHEDULE OF FEES, PAYMENTS, AND PENALTIES

1. Regular Repairs and Maintenance Work Order

- a. Regular repair and maintenance work orders shall be paid on a per each basis at the end of each monthly billing cycle under Bid Item No. 0010. The per each bid price shall be inclusive of all costs including labor, materials, equipment, tools, overhead, insurance and administration costs, etc., unless specifically excluded by Jefferson Parish. The purchase and supply of poles, arms, base and fixtures will be paid under an “as needed basis” or

Special Work Order as outlined in Section G, and billed in accordance with Section H, a - b.

- b. On or before the 10th day of each month, the Contractor shall submit a bill for the amount for the preceding month. Jefferson Parish shall on or before the last day of each calendar month make payment to the Contractor of amounts due.
- c. The following Inventory Summary identifies quantities and types of street lighting units to be maintained under this contract and are shown for Contractor's use in calculating the "Per Each" cost for Bid Item No. 1, and Standard Material List Section L.

2. Special Work Order Invoices

- a. For payment of invoices for Special Work Orders the Contractor shall submit invoices at any time of the month that the work was performed, but no later than the end of the 15th day of the following month, to the Division of Street Lighting. After review, the Street Lighting Division shall submit the invoice for payment and Jefferson Parish shall make payment to the Contractor.
- b. Daily time sheets for labor and equipment, and invoices for materials are required for all Special Work Orders and must be submitted and approved prior to payment.
- c. "Not to Exceed" cost estimate, "Schedule of Payment/Percentage of Completion" and "Timeline of Completion" shall be required for all Special Work Orders on "Capital Project or Major Retrofit Specials", and shall be submitted and approved prior to Material Order and Notice to Proceed before any payment may be issued. Any unforeseen or omitted circumstances shall be included/addressed in the cost estimate for Capital or Major Retrofit Project Specials before a "Notice to Proceed" is issued and shall be the responsibility of the Contractor/Contractors. Any materials that may be used in unforeseen circumstances that are not included in the Articles of Description and Standard material List only shall be billed at contractor cost only.
- d. Payment for subcontractors including, but not limited to, Police Escort detail (line no. 2), and Directional Boring Contractor (line no. 18), work shall be the invoice price only on regular Maintenance repair as well as any items not listed in the Labor and Materials Articles of Description. Supervisor for oversight and coordination of approved Subcontractor (line no. 0040) shall be approved for this item. Lane closures shall be considered as subcontractors and billed at the cost of the invoice only.
- e. Contractor shall supply subcontractor's invoice upon request for payment.
- f. Special projects schedule of payments shall be by approved by percentage of completion. The final 10% of total project cost shall be withheld until project is 100% complete.

3. Summary of Liquidated Damages

- a. Failure to complete any or all requirements of the contract shall result in the delay of payment to the Contractor by the Parish in the amount otherwise due.
- b. Failure to meet the requirement specifications each month shall result in specific amounts deducted and/or payment withheld in Liquidated Damages from the monthly payment due from the Parish to the Contractor (See Item C below). The Director shall submit a list of such amounts to be deducted based on the Contractor's failure to perform during the previous calendar month only (together with documentation setting forth the basis for

such fines) on or before the 10th of each month to the Contractor. Explanations by the Contractor for failure to meet contract specifications shall be considered by the Director of Engineering or his/her designated Representative.

- c. **Liquidated Damages of \$500.00 per day** can be assessed for the following:
1. Work Orders not completed by the commit date as indicated in the Work Order, barring unforeseen circumstances.
 2. Knocked down poles not picked up within the service time required (within 24 hours following notification). The Street Lighting Division shall issue a Work Order and the completed Work Order shall be submitted to Street Lighting Division verifying the pole was picked up in the time frame allotted, Section F, 3-b. If not completed, the \$500 per day shall be deducted from the monthly payment of the invoice billing for the removal of the knocked down pole.
 3. Knocked down poles not restored within service time required: Pole replacements shall be replaced on an "as needed basis" or Special Work Order, as per Section G. Should there be a problem with a backorder, an invoice or order invoice from the supplier or manufacturer, the Contractor shall notify the Street Lighting Division immediately with a copy of the invoiced order submitted. Unforeseen circumstances beyond the Contractors control shall not be cause for Penalties, but may be considered as reasonable delay. It shall be the Contractors responsibility to submit invoices/estimates with quoted delivery dates and/or supply all items for the quantities bid as per the contract in a timely manner. See Appendix # 1 Inventory, 2 Articles of Description and 3 Parts List as well as Standard Material List Section L, Pages SP 22 -25.
 4. Contractor not arriving at the site within 24 hours of notification, 24 hours per day/7 days per week to relocate pole and make area safe, or repair and reset feed points.
 5. UPON REACHING THE FINAL 3 MONTH TERM OF THIS CONTRACT. ANY/ALL PARISH OWNED POLES THAT HAVE NOT BEEN PICKED UP, REPLACED, REPAIRED AND IN WORKING ORDER, ISSUED DURING THE TERM OF THIS CONTRACT SHALL HAVE THE ABOVE \$500.00 PER DAY LIQUIDATED DAMAGES FROM DATE OF WORK ORDER ISSUANCE. (ALL OPEN WORK ORDERS DURING THIS CONTRACT TERM SHALL BE COMPLETED.)
 6. NO MONTHLY PAYMENT SHALL BE MADE UNDER THIS CONTRACT DURING THE FINAL 3 MONTHS OF THIS CONTRACT TERM SHOULD THERE BE ANY UNCOMPLETED WORK ORDERS OR KNOCKDOWN POLES THAT HAVE NOT BEEN REPLACED OR REPAIRED, SCHEDULED/ISSUED DURING THIS CONTRACT TERM.
- d. Liquidated Damages for outages and defects not addressed within the service time requirement may not be assessed due to circumstances beyond the control of the Contractor, i.e. weather, emergencies, rescheduling of work.
- e. Results of any follow-up inspection or report by a complainant that the light is not working shall be made to the Contractor the next working day to allow the Contractor to make repairs.

SECTION K – HURRICANE PLAN

As directed by the Department of Engineering, all ongoing work shall be stopped and secured for a severe weather event. Work may continue once authorized by the Engineering Department or authorized representative.

SECTION L – STANDARD MATERIALS LIST

(Included but not limited to)

Unless otherwise provided for in this specification, the bidder represents and warrants that the goods, materials, supplies, or components offered to Jefferson Parish under this bid solicitation are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer.

The following material manufacturers have been specified. This list does not include all material needed in fulfillment of the contract. Contractor shall notify any proposed changes for approval by the Director. Items listed below may have changed in description and manufacturers model.

Poles: Interstate or Major Highway

1. Poles shall be seamless spun aluminum alloy 100 grit satin finish (Valmont 2708-45805T4D1SBF or equal FOR A 30-foot mounting height. with a 6 or 8 FT, clamp-mounted, single or double, truss-type arm. (Valmont 1TA0632CSBF, 1TA0832CSBF or 1TA1032CSBF or equal) to receive the fixtures noted below.

All poles shall be round tapered and include factory installed vibration dampeners.

2. Poles shall be seamless spun aluminum alloy 100 grit satin finish (Valmont 2708-45806T4D2SBF or equal), 30-foot mounting height with a 10 FT or 12 FT clamp-mounted, single or double, truss-type arm.

Valmont 2TA0832CSBF, 2TA0632CSBF or 2TA1032CSBF or equal) to receive fixtures noted below.

All poles shall be round tapered and include factory installed vibration dampeners.

3. Poles shall be seamless aluminum alloy 100 grit satin finish (Valmont RTA340845906T4D1SBF [to accommodate single or double-arm] or equal), 40-foot mounting height with a 6, 8, 10 or 12-foot, clamp-mounted, (as described in item 1 and 2 above) truss-type single or double arm or equal to receive fixtures noted below.

All poles shall be round tapered and shall include factory installed vibration dampeners.

Note: Item numbers and description may not be confirmed and may be outdated.

Fixtures: American Electric, GE, Holophane, or approved equal

1. 400 W HPS Cobra Head with semi-cut-off precision refractor, with PE cell, 480 (+ or – 5%) volts, including bulb.

2. 250W HPS Cobra Head with semi-cut-off precision refractor, with PE cell, 480 (+ or – 5%) volts, including bulb.
3. 400 W HPS Cobra Head with semi-cut-off precision refractor, with PE cell, 240 (+ or – 5%) volts, including bulb.
4. 250W HPS Cobra Head with semi-cut-off precision refractor, with PE cell, 240 (+ or – 5%) volts, including bulb.
5. 100W HPS NEMA fixture with precision refractor with PE cell, 240/480 (+ or – 5%) volts, including bulb.
6. 100W HPS NEMA fixture with precision refractor with PE cell 240/480 (+ or – 5%) volts, including bulb.
7. 150 W HPS wall mounted fixtures 240/480 (+ or – 5%) volts – Interstate use only, including bulb.
8. 400W HPS Holophane Mongoose Luminaire, including bulb or approved equal.
9. 1000W HPS Holophane High Mast Luminaire, including bulb or approved equal.
10. PCL/250MH-MT-EL/TBK
11. PCL/150MH-MT-EL/TBK

LED Fixtures – Owner Preferred Inventory Or Approved Equal

American Electric Lighting LED Cobra Type Fixture: ATBM P50 XXXXX R2 480V R2 4K/5K P7 PCLL, 152 WATTS, Lumens 18759

ATBM P40 XXXXX R3 480V 4K/5K P7 PCLL, 135 WATTS, Lumens 17368

American Electric Lighting LED Cobra Type Fixture: ATBM P30 XXXXX R2 480V R2 4K/5K P7 PCLL, 118 WATTS, Lumens 15515

Transformer Bases:

1. Transformer bases shall be Valmont TB-1, TB-2, and TB-3 or approved equal.
2. Helical (Screw-in) Foundations.

Other Incidental/Miscellaneous Materials :

Note: Materials listed below shall be the responsibility of the contractor for the regular repairs and Maintenance of the Roadway lighting system.

1. Aluminum Butt Splices No. 4
2. Aluminum Direct Burial Cable, No. 4
3. Anchor Bolts (3/4" in x 30 inches x 3 inches)
4. Anchor Bolts (1" inch x 36 inches x 4 inches)
5. Ballast for 250W Cobra Head
6. Boots, Shrink Tube or Seals
7. Butt Splices, No. 6cu
8. Connectors – Blackburn or Burndy
9. Direct Burial Cable, No. 6 XLP USE
10. Fuse holders – Bussmann HEB Series
11. Fuse holders (2-piece)
12. KTK Fuses, 5 or 10 Amp
13. Fuses, 30, 40, 50, or 60 Amp
14. Fuses 100 or 200 amp

15. Ground Rod Clamps
16. Ground Rods
17. Hand hole covers, universal, molded plastic, to fit 6" to 12" pole dia.
18. Submersible Connector Homac – RAB 1/0 – 21, #14 -1/0 AWG Range or approved equal
19. Submersible Connector NSI Industries IPLW4-3, 4 – 6AWG 3port 600v or approved equal
20. Lamps, BALLAST KIT: HVG150-24A,YL-R120W,PCB:RO155-1/RO155-2/3030 4S4OP, AC300-480V
21. Lamps, 70W Metal Halide
22. Lamps, 100W HPS
23. Lamps, 150W Metal Halide
24. Lamps, 150W HPS
25. Lamps, 175W Metal Halide
26. Lamps, 250W HPS
27. Lamps, 250W Metal Halide
28. Lamps, 400 W HPS
29. Lamps, 1000W HPS
30. Marking Paint
31. Photoelectric cells – Dark-to-Light DE 124-1.5 MOV or approved equal
32. Photo control LED – Dark to Light- Acuity Controls DLL127 1.5 CUL Fail-on or approved equal
33. Plastic Tape, Scotch 33+ or equal
34. PVC Conduit, 1 inch to 2" inch, up to 10 FT
35. PVC Couplings, 1 inch to 2" inch
36. PVC Couplings, 2" inch
37. PVC 90-degree Elbow, 2 inch
38. Rubber Tape, 130C
39. Scotch Locks
40. Shades/Lenses – Fixture cover
41. Shrink tubes
42. 3M underground splice kits
43. Wire Nuts, Blue
44. Wire Nuts, Brown
45. Wire Nuts, Yellow
46. Wire Nuts, Red
47. Wire No. 6 AWG XHHW-2 OR THWN-2
48. Wire No. 8 AWG XHHW-2 OR THWN-2
49. Wire No. 10 AWG XHHW-2 OR THWN-2
50. Wire No. 12 AWG XHHW-2 OR THWN-2

Bike Path and Walking Trail Poles

Bike Pathway Light Pole & Fixture, Whatley- RTA34-14-AB-BLK-SMS-FLD-BC1, W/STD HAND HOLE

All above items shall be as stated unless an equal is approved by the Street Lighting Division.

All traffic control via State Police or Parish/local deputies shall be billed at the actual cost. (See line number 0020 on the Labor and Materials-Articles of Description bid form.)

The cost of any other miscellaneous items necessary for the completion of this contract shall be approved when the cost of said items are identified and quoted. Materials used in the completion of the job not listed as line items on the bid shall be invoiced at Contractor's cost only.

SECTION M - DEFINITIONS

As used in this Request for Bid, the following terms shall have the following meanings:

Parish has the meaning Jefferson Parish Street Lighting Division.

Contract Year means each successive period of one (1) year during the term of the contract, commencing on the Effective Date. The First Contract Year shall commence on the Effective Date and shall end on the day prior to the first annual anniversary of the Effective Date, and the Second Contract Year shall commence on the first annual anniversary of the Effective Date and shall end one (1) year later and so on.

Conversion is the Retrofit or changing of the Fixture and may include the complete rewiring of poles, and the installation of fuses, fuse holders, and boots.

Director means the Director of the Department of Engineering, Street Lighting Division, or a designated representative.

Emergency After Hours Work Orders are issued for work performed after normal working hours for situations that pose an increased danger to public safety and, accordingly, must be handled immediately. Situations requiring emergency restoration include, but are not limited to, pole knockdowns, cut cables, hanging fixtures, and outages of three or more consecutive luminaires, and an outage of an entire circuit.

Emergency Restoration means a situation that poses an increased danger to public safety, including, but not limited to, street light hardware that has fallen, is in danger of falling or that could cause injury, and exposed wiring that may or may not be energized that could cause injury.

Fixtures include the head and the light bulb.

Hazardous Repairs and Maintenance Service means work that cannot be performed during the standard service times of the Contractor, and/or within the service time requirements because Contractor's employees or the general public would be endangered by the rendering of such work.

LED (COBB) means LED lamp replacement for HPS or Metal Halide lamp and ballast replacement bypass, also known as "Cobb bulb or Lamp". LED lamp warranty and guarantee required.

Materials include, in addition to materials incorporated in the project, equipment and other material used and/or consumed in the performance of the work.

Pole Alignment (minor adjustment) applies to those poles that require minor excavation, straightening and sand backfill.

Pole Alignment (major adjustment) applies to those poles that require underground connections, pole replacement, and foundation or foundation/piling repairs and are assigned by the Jefferson Parish Street Lighting Division.

Priority Work Orders are those work orders which the Street Lighting Division has determined must be worked immediately.

Qualified Bidder is one whose current or planned service capability can satisfy the requirements of this document. This includes but is not limited to: previous street lighting contracts which included the repair or replacement of underground systems, the installation of new street lighting systems, or previous roadway lighting repairs and maintenance experience which included underground repair and/or replacement of systems.

Regular Emergency Work Orders are those which shall be undertaken immediately and completed during the standard workday as established by mutual consent of the Parish and the Contractor and utilizing no overtime. These include, but are not limited to: cut cables, downed poles, falling fixtures, exposed wires, or other situations which may endanger the public if not immediately addressed.

Special Work Orders shall include the installation of new Underground Street lighting systems, the substantial replacement (more than 25%) of the underground wiring, or the reinstallation of underground systems due to the major rebuilding of other Parish infrastructure, i.e. streets, drainage, water, or sewerage, or the replacement of the underground wiring which has deteriorated. Special Work Orders shall also include the replacement of systems or parts of systems that are accomplished at the request of the Jefferson Parish Street Lighting Division for the enhancement of lighting in the area rather than for the repair or maintenance of the lighting or lighting systems. All Special Work Orders shall be accomplished on a time and materials basis with a cost estimate to be provided at the time the work order is issued and prior to the time the work commences. Special Work Orders shall not interfere with regularly assigned repair and maintenance work orders and shall be accomplished with fully licensed and qualified crews hired specifically for this purpose. Special Work Orders shall not be completed at overtime rates. ALL SPECIAL WORK ORDERS SHALL REQUIRE DAILY TIME SHEETS FOR LABOR, MATERIALS, AND EQUIPMENT.

Spot Outages means an outage of an individual light for any reason.

Street Lighting System or System means the street lighting system of the Parish and includes, but is not limited to, the weather heads, fuses, breakers, feed points, feed point covers, disconnects, relays, conduits, conductors, junction boxes, insulators, taps, ground rods, foundations (including foundation-encased conduit stub), underground wiring, anchor bolts, nuts, poles and internal wiring, hand hole covers, bracket arms and internal wiring, fixtures, ballasts, photo controls, lamps, reflectors, refractors, and associated hardware and wiring, installed on public highways, streets, expressways (I-10, 17th Street canal to Kenner city limits), boulevards, avenues, alleys, bridges, overpasses, underpasses, places, squares, circles, and

unmetered parks owned by the Parish in service as of the date of execution of the contract, as well as any subsequent additions thereto or deletions therefrom ordered by the Director.

Trouble Report means a report of a street light outage or defect which requires repair and requires authorization and issuance of a work order by Jefferson Parish Street Lighting Division.

Work means work performed under the general terms of the contract, including work performed under a Work Order or Special Work Order.

Work Order means authorization for repair and maintenance operation for all Regular Repairs and Maintenance and/or any other work that is authorized by the Director to be accomplished at a specific location(s).

SECTION N – LIST OF ROADWAYS

Harry Lee Westbank Expressway 90B

Orleans Parish Line to Hwy 90 @ Bridge City/Avondale

Gretna, Westwego & Bridge City/Avondale Hwy 90

Westbank Expressway 90B – From Segnette BLvd west 90B to turnaround to Hwy 90

Westbank Expressway 90B – From Segnette Blvd east to Garden Rd ground level

Westbank Expressway/Harry Lee Elevated Expressway – Garden Rd to Terry Pkwy

Westbank Expressway – Intersection Drop Lights

Westbank Expressway – Harvey Canal Bridge Column Lights

Walking Trail Beneath the Elevated portion

Whitney Ave @ Westbank Expressway – Roadway Lights

Appendix 1

Westbank-Harry Lee Expressway Lighting Inventory Hwy 90B

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S		
1																					
2						High Mast	Low Mast Sing	Low Mast Doub	30 Ft Single Poles	30 Ft Doub Mast	35 Ft Single Poles	35 Ft Doub Mast	40Ft Sing Mast	150 Watts	175 Watts	250 Watts	400 Watts	1000 Watts	Total Lights		
3	High Pressure Sodium – Unmetered																				
4																					
5																					
6	Westbank Expressway - Segnette Blvd to Hwy 90											86	7			100				100	
7	Westbank Expressway - Segnette Blvd to Terry Pkwy											469	104			204	473			677	
8	Westbank Expressway - High Mast Parish Line					1												4	4		
9	Westbank Expressway - Drop Lights														84					84	
10	Westbank Expressway - Bridge Column Lights															88				88	
11	Westbank Expressway - Roadway Lights												71					71		71	
12	Roadway Subtotals																		781		
13	Others																		243		
14	Total					1	0	0	0			626	111	0	84	0	392	544	4	1024	
15																					
16	Metal Halide – Unmetered																				
17																					
18	Total																		0		
19																					
20	Metal Halide – Metered																				
21	Westbank Expressway - Bike Path Lights														273						
22																					
23																					
24	Total														273		0	0	273		
25																					
26	LED – Unmetered																				
27	Whitney Ave-Gretna											51				51				51	
28																					
29	Total																		0		
30																					
31	LED- Commercial 200 watt, 120/240v																				
32																					
33	Total																		0		
34																					
35	LED- Commercial 200 watt, 240/480v																				
36																					
37	Total															0			0		
38																					
39	Total Owned By Jefferson Parish					1	0	0	0			677	111	0	84	273	443	544	4	1348	
40																					
41	All Numbers are approximate																		1348		
42	Table may not include lighting under construction																				

Parts List
Westbank- Harry Lee Expressway

COMMERCIAL ROADWAY LIGHTING - 1000 WATT HPS HIGH MAST FIXTURE REPLACEMENT

REFERENCE NO.	TYPE	MANUFACTURER	PART
0100	FIXTURE	AMERICAN ELECTRIC GE HOLOPHANE	1000 WATT HPS HIGH MAST LUMINAIRE

COMMERCIAL ROADWAY LIGHTING - 100 WATT HPS REPLACEMENT

REFERENCE NO.	TYPE	MANUFACTURER	PART
0110	FIXTURE	AMERICAN ELECTRIC GE HOLOPHANE	100 WATT HPS WALLFLASHER FIXTURE

COMMERCIAL ROADWAY LIGHTING - 150 WATT HPS REPLACEMENT

REFERENCE NO.	TYPE	MANUFACTURER	PART
0120	FIXTURE	AMERICAN ELECTRIC GE HOLOPHANE	150 WATT HPS WALLFLASHER FIXTURE

COMMERCIAL PATHWAY LIGHT POLE-STEEL, ALUMINUM OR CONCRETE

REFERENCE NO.	TYPE	MANUFACTURER	PART
0130	PATHLIGHT MOUNTABLE POLE PATHLIGHT FIXTURE	WHATLEY	RT34-14-AB-BLK-SMS-FLD-BC1 175W METAL HALIDE

COMMERCIAL ROADWAY LIGHTING - 250 WATT HPS REPLACEMENT

REFERENCE NO.	TYPE	MANUFACTURER	PART
0140	FIXTURE	AMERICAN ELECTRIC GE HOLOPHANE	250W HPS COBRA TYPE III, SEMI CUTOFF PRECISION REFRACTOR WITH PE 120/240V 250W HPS COBRA TYPE III, SEMI CUTOFF PRECISION REFRACTOR WITH PE 240/480V

COMMERCIAL ROADWAY LIGHTING - 400 WATT HPS REPLACEMENT

REFERENCE NO.	TYPE	MANUFACTURER	PART
0150	FIXTURE	AMERICAN ELECTRIC GE HOLOPHANE	400W HPS COBRA TYPE III, SEMI CUTOFF PRECISION REFRACTOR WITH PE 120/240V 400W HPS COBRA TYPE III, SEMI CUTOFF PRECISION REFRACTOR WITH PE 240/480V

REFERENCE NO.	TYPE	MANUFACTURER	PART
0160	MG2 DOTPLUG BREAKAWAY CABLE SYSTEM	MG2 INC, BIRMINGHAM, AL	MG2 PART# MG2SC-2

Parts List
Westbank- Harry Lee Expressway

MISCELLANEOUS FIXTURES			
REFERENCE NO.	TYPE	MANUFACTURER	PART
0170	FIXTURE ELEVATED ROADWAY LED COBRA TYPE	ACUITY BRAND HOLOPHANE	ATB2 60BLEDE 13 480V/M VOLT R3 3K P7 PCLL LUMEN OUTPUT 27541

MISCELLANEOUS FIXTURES			
REFERENCE NO.	TYPE	MANUFACTURER	PART
0180	FIXTURE GROUND LEVEL LED COBRA TYPE	ACUITY BRAND HOLOPHANE	ATBL G 480V/M VOLT R3 3K P7 PCLL LUMEN OUTPUT 29405

PARISH-WIDE - 500 PHOTOCONTROLS			
REFERENCE NO.	TYPE	MANUFACTURER	PART
0190	LED PHOTOCONTROL	ACUITY	DLL127 120-277V FAIL ON

PARISH-WIDE - 500 PHOTOCONTROLS			
REFERENCE NO.	TYPE	MANUFACTURER	PART
0200	LED PHOTOCONTROL	ACUITY	DLL127 480V FAIL ON

SCREW IN TYPE FOUNDATIONS			
REFERENCE NO.	TYPE	MANUFACTURER	PART
0210	HELICAL SCREW FOUNDATION	HUBBELL POWER SYSTEMS	CATALOG # T1121751 CATALOG # T1121215

COMMERCIAL ROADWAY POLE-STEEL, ALUMINUM OR CONCRETE			
REFERENCE NO.	TYPE	MANUFACTURER	PART
0220	POLE COMMERCIAL 27FT POLE COMMERCIAL 27FT	VALMONT SINGLE MAST VALMONT DOUBLE MAST	VALMONT 2708-45805T4D1SBF VALMONT 2708-45805T4D2SBF

COMMERCIAL ROADWAY POLE-STEEL, ALUMINUM OR CONCRETE			
REFERENCE NO.	TYPE	MANUFACTURER	PART
0230	POLE COMMERCIAL 35FT POLE COMMERCIAL 35FT	VALMONT SINGLE MAST VALMONT DOUBLE MAST	VALMONT RTA340845906T4D1SBF VALMONT RTA340845906T4D2SBF

COMMERCIAL ROADWAY ARM			
REFERENCE NO.	TYPE	MANUFACTURER	PART
0240	POLE ARM 6 FT POLE ARM 8 FT POLE ARM 10 FT POLE ARM 6 FT POLE ARM 8 FT POLE ARM 10 FT	VALMONT VALMONT VALMONT HAPCO HAPCO HAPCO	1TA632CSBF 1TA0832CSBF 1TA1032CSBF

Parts List
Westbank- Harry Lee Expressway

E-BOX STACKABLE ASSEMBLY STYLE			
REFERENCE NO.	TYPE	MANUFACTURER	PART
0250	PC STYLE STACKABLE ASSEMBLY COVER	QUAZITE - HUBBELL	PC1212BA12 PC1212CA00
E-BOX ASSEMBLY COVER			
REFERENCE NO.	TYPE	MANUFACTURER	PART
0260	PC STYLE STACKABLE ASSEMBLY COVER	QUAZITE - HUBBELL	PC1218A18 PC1218CA18
WIRE TERMINAL			
REFERENCE NO.	TYPE	MANUFACTURER	PART
0270	WIRE TERMINAL	THOMAS & BETTS	USB835
FUSE HOLDER			
REFERENCE NO.	TYPE	MANUFACTURER	PART
0280	NON FUSABLE HOLDER	IDEAL/BUCHANAN BREAKAWAY	S1212D OR S2212D (NON FUSIBLE)
REFERENCE NO.	TYPE	MANUFACTURER	PART
0290	FUSE HOLDER	IDEAL/BUCHANAN BREAKAWAY	S1212D OR S2212D (FUSIBLE)
DISCONNECT			
REFERENCE NO.	TYPE	MANUFACTURER	PART
0300	DISCONNECT		600V STAINLESS STEEL
DISCONNECT			
REFERENCE NO.	TYPE	MANUFACTURER	PART
0310	DISCONNECT		120V-240V V STAINLESS STEEL
PVC CONDUIT			
REFERENCE NO.	TYPE	MANUFACTURER	PART
0320	SCHEDULE 40 PVC		SIZE 2"
PVC CONDUIT			
REFERENCE NO.	TYPE	MANUFACTURER	PART
0330	SCHEDULE 80 PVC		SIZE 2"
CONTROLLER PEDESTAL MOUNT			
REFERENCE NO.	TYPE	MANUFACTURER	PART
0340	PEDESTAL MOUNT CONTROLLER 120/240 OR 480-600V	CENTRAL SYSTEMS & CONTROL COR MFG#20026031042, DEWSBURY MFG#60310422002	SEE DIVISION OF STREET LIGHTING FOR SPEC SHEET

Parts List
Westbank- Harry Lee Expressway

HAND HOLE COVER			
REFERENCE NO.	TYPE	MANUFACTURER	PART
0350	HAND HOLE COVER	UNIVERSAL CROSSBAR	UNIVERSAL CROSSBAR COMPRESSION SERIES

COMMERCIAL PATHWAY LIGHT POLE-STEEL, ALUMINUM OR CONCRETE			
REFERENCE NO.	TYPE	MANUFACTURER	PART
0360	PATHLIGHT MOUNTABLE POLE PATHLIGHT FIXTURE	WHATLEY	RT34-14-AB-BLK-SMS-FLD-BC1 175W METAL HALIDE

TRANSFORMER BASE TB-3			
REFERENCE NO.	TYPE	MANUFACTURER	PART
0370	TB-3 BREAKAWAY BASE	VALMONT	

TRANSFORMER BASE TB-2			
REFERENCE NO.	TYPE	MANUFACTURER	PART
0380	TB-2 BREAKAWAY BASE	VALMONT	

TRANSFORMER BASE TB-1			
REFERENCE NO.	TYPE	MANUFACTURER	PART
0390	TB-1 BREAKAWAY BASE	VALMONT	

LED LAMP (COBB)			
REFERENCE NO.	TYPE	MANUFACTURER	PART
0400	30 Watt LED LAMP (COBB) TYPE 100 Watt HPS Replacement	CYPRESS LIGHTING TECHNOLOGIES	CL-S38 30WATT, 3500K, 4500 LUMENS OR EQUAL, SEE PARTS LIST

LED LAMP (COBB)			
REFERENCE NO.	TYPE	MANUFACTURER	PART
0410	40 Watt LED LAMP (COBB) TYPE 150 Watt HPS Replacement	CYPRESS LIGHTING TECHNOLOGIES	CL-S38 40WATT, 3500K, 6000 LUMENS OR EQUAL, SEE PARTS LIST

LED LAMP (COBB)			
REFERENCE NO.	TYPE	MANUFACTURER	PART
0420	60 Watt LED LAMP (COBB) TYPE 175 Watt HPS Replacement	CYPRESS LIGHTING TECHNOLOGIES	CL-S38 60WATT, 3500K, 9000 LUMENS OR EQUAL, SEE PARTS LIST

LED LAMP (COBB)			
REFERENCE NO.	TYPE	MANUFACTURER	PART
0430	80 Watt LED LAMP (COBB) TYPE 250 Watt HPS Replacement	CYPRESS LIGHTING TECHNOLOGIES	CL-S35-80W-10, 80WATT, 3500K, 11200 LUMENS OR EQUAL, SEE PARTS LIST

Parts List
Westbank- Harry Lee Expressway

LED LAMP (COBB)

REFERENCE NO.	TYPE	MANUFACTURER	PART
0440	110 Watt LED LAMP (COBB) TYPE 400 Watt HPS Replacement	CYPRESS LIGHTING TECHNOLOGIES	CL-S35-110W-10, 110WATT, 3500K, 16500 LUMENS OR EQUAL, SEE PARTS LIST

FUSE BUSSMANN

REFERENCE NO.	TYPE	MANUFACTURER	PART
0450	5 - AMP 600 VOLT FUSE MINI FUSE	BUSSMANN	

INVITATION TO BID
THIS IS NOT AN ORDER

Page: 1

DATE: 6/25/2025

BID NO: 50-00147990

JEFFERSON PARISH

PURCHASING DEPARTMENT
P.O. BOX 9
GRETNA, LA. 70054-0009
504-364-2678

PURCHASING SPECIALIST:
Sean.Dumas@jeffparish.gov

BIDS WILL BE RECEIVED ONLINE VIA WWW.JEFFPARISHBIDS.NET UNTIL 2:00 PM, 7/31/2025 AND PUBLICLY OPENED THEREAFTER IN THE WEST BANK PURCHASING DEPT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053. At no charge, bidders are to submit their bid via Jefferson Parish's electronic procurement page. Additional instructions are included in the text box highlighting electronic procurement.

LATE BIDS WILL NOT BE ACCEPTED

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES FOR SIGNATURES SHALL RESULT IN BID REJECTION. HOWEVER, ELECTRONIC SIGNATURES AS DEFINED IN La. R.S. 9:2602(8) ARE ACCEPTABLE. IN ACCORDANCE WITH La. R.S. 9:2602(8), JEFFERSON PARISH REQUIRES A SECURED DIGITAL SIGNATURE AND BIDDERS MUST PROVIDE PROOF OF THE SECURED SIGNATURE WITH BID SUBMISSION.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

- A. All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, and in the terms and conditions of Resolution No. 136353 and/or Resolution No. 141125, all of which are made part of this bid proposal and ensuing contract by reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law as well be in compliance with the Jefferson Parish Code of Ordinances ("JPCO"), Louisiana Code of Ethics, and applicable Jefferson Parish ethical standards.
- B. The General Conditions for construction projects (141125) and the General Conditions for the purchase of materials, services and/or supplies (136353) are those adopted by the Jefferson Parish Council by Resolution No. 136353 and Resolution No. 141125, respectively. The General Conditions adopted by these resolutions shall be considered as much a part of this document and the ensuing contract or P.O. as if they were written wholly herein. A copy of each may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy of each by visiting the Purchasing Department webpage at <http://www.jeffparish.gov/464/Purchasing> and clicking on Online Forms.
- C. Jefferson Parish adheres to the Louisiana Code of Governmental Ethics, contained in La. R.S. 42:1101, et seq. Vendor/Proposer by this submission, warrants that there are no "conflicts of interest" related to this procurement that would violate applicable Louisiana Law. Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.
- D. All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://www.jeffparish.gov/464/Purchasing> and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Vendors may experience a delay in payment if your company is not a registered vendor with Jefferson Parish.
- E. All quotations shall be based on F.O.B. Agency warehouse or job site (see Additional Requirements section), anywhere within the Parish as designated by the Purchasing Department. This provision does not apply to Public Works projects.
- F. Jefferson Parish requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alterations from the specifications must be indicated on the bid form with bid submission. Supporting documentation may be required upon request.

Visit our website at [HTTP://JEFFPARISH.GOV/464/PURCHASING](http://JEFFPARISH.GOV/464/PURCHASING)

BID NO: 50-00147990

- G. Bidders should submit all questions in writing via email to the Purchasing Specialist's email address as indicated above, no later than five (5) working days prior to the bid opening. Bid numbers must be mentioned in all requests. If submitting online, vendors may send questions via the E-Procurement site no later than five (5) working days prior to the bid opening. The Purchasing Department will issue a written response to bidders' questions in the form of an Addendum. Please note that all official communication will be expressed in the form of an addendum.
- H. All formal Addenda require written acknowledgement on the bid form by the bidder. Failure to acknowledge any Addendum on the bid form shall cause the bid to be rejected. Jefferson Parish reserves the right to award bid to next lowest responsive and responsible bidder in this event.
- I. If this bid requires a pre-bid conference (see Additional Requirements section), bidders are advised that such conference will be held to allow bidders the opportunity to identify any discrepancies in the bid specifications and seek further clarification regarding instructions.
- J. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications. JEFFERSON PARISH WILL ACCEPT ONE PRICE FOR EACH ITEM UNLESS OTHERWISE INDICATED. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line-item pricing forms as indicated. Vendors must not alter the bid forms. Doing so will cause the bid to be rejected.
- K. Written evidence of the authority of the individual signing the bid having such authority must be submitted with the bid. Failure to comply will cause bid to be rejected. Acceptable written evidence may be a printout of the Louisiana Secretary of State's website listing the signatory as an officer or a manager. Such printout shall be included with the bid submission. Bids submitted by Owners or Sole Proprietorships must include certification that he or she owns the entity for which the bid is signed. This documentation must be submitted with the bid. Failure to do so will result in bid rejection. A sample corporate resolution can be downloaded from our website <http://www.jeffparish.gov/464/Purchasing> or you may provide your own document. A sample certification of sole proprietorship can also be downloaded from our website <http://www.jeffparish.gov/464/Purchasing> or you may provide your own document.
- L. AWARD OF CONTRACT: Jefferson Parish reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of Jefferson Parish. Every contract or order shall be awarded to the LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE. SPLIT AWARDS MADE TO SEVERAL VENDORS WILL ONLY BE GRANTED TO THOSE DEEMED RESPONSIVE AND RESPONSIBLE.
- a. All bid prices shall remain valid for 45 days. Jefferson Parish and the lowest responsive and responsible bidder(s) by mutual written consent may mutually agree to extend the deadline for award by one (1) or more extensions of thirty (30) calendar day increments.
 - b. PROTESTS: Only those vendors that submit bids in response to this solicitation may protest any element of the procurement, in writing to the Director of the Purchasing Department. Written protest must be received within 48 hours of the release of the bid tabulation by the Purchasing Department. After consultation, the Parish Attorney's Office will then respond to protests in writing. (For more information, please see Chapter 2, Article VII, Division 2, Sec. 2-914.1 of the Jefferson Parish Code of Ordinances.)
 - c. PREFERENCE: Unless federal funding is directly spent by Jefferson Parish for this purchase, preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the state. "LSA – R.S. 38:2251-2261"
- M. USE OF BRAND NAMES AND STOCK NUMBERS: Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.
- N. CANCELLATION OF CONTRACT: JEFFERSON PARISH reserves the right to cancel all or any part if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel any contract at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.
- a. For good cause and as consideration for executing a contract with Jefferson Parish, vendor conveys, sells, assigns and transfers to Jefferson Parish or its assigns all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular good or services purchased or acquired by Jefferson Parish.
- O. PRICES: Jefferson Parish is exempt from paying sales tax under La. R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and, unless otherwise specified, shall be exclusive of state and local taxes. The price quoted for work shall be stated in figures no more than four (4) decimal points. In the event there is a difference in unit prices and totals, the unit price shall prevail.
- a. Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

- P. **ANTI- DISCRIMINATION:** Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A17.1-1961).
- a. In accordance with La. R.S. 38:2216.1, Jefferson Parish is prohibited from entering into a contract with a value of \$100,000 or more with a company for the purchase of goods or services unless the contract contains a written verification from the company of both of the following: 1) The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association. 2) The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association. As a result, the awarded bidder will be required to verify the above in the ensuing contract.
- Q. **INSPECTOR GENERAL:** It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission: and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19). By signing this document, every corporation, partnership, or person contracting with PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.
- R. Proof of Cyber Security Training may be required for the successful bidder. Pursuant to La. R.S. 42:1267, any contractor who has access to state or local government information technology assets is required to complete cybersecurity training during the term of the contract and during any renewal period. As a Parish contractor, you are responsible for taking the cyber training, whether from the State or another source. After completion of said training please forward proof to your contract monitor/Parish contact.

Jefferson Parish and its partners as the recipients of federal funds are fully committed to awarding a contract(s) to firm(s) that will provide high quality services and that are dedicated to diversity and to containing costs. Thus, Jefferson Parish strongly encourages the involvement of minority and/or woman-owned business enterprises (DBE's, including MBE's, WBE's and SBE's) to stimulate participation in procurement and assistance programs.

The purpose and intention of this invitation to bid is to afford all suppliers an equal opportunity to bid on all construction, maintenance, repair, operating supplies and/or equipment listed in this bid proposal.

Advertised bids will be tabulated and a copy of the tabulation will be forwarded to each responding bidder after nine (9) working days.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**IN ACCORDANCE WITH STATE REGULATIONS JEFFERSON PARISH OFFERS ELECTRONIC PROCUREMENT TO ALL VENDORS**

This electronic procurement system allows vendors the convenience of reviewing and submitting bids online. This is a secure site and authorized personnel have limited read access only. Bidders are to submit electronically using this free service; while the website accepts various file types, one single PDF file containing all appropriate and required bid documents is preferred. Bidders submitting uploaded images of bid responses are solely responsible for clarity. If uploaded images/documents are not legible, then bidder's submission will be rejected. Please note all requirements contained in this bid package for electronic bid submission.

Please visit our E-Procurement Page at www.jeffparishbids.net to register and view Jefferson Parish solicitations. For more information, please visit the Purchasing Department page at <http://www.jeffparish.gov/464/Purchasing>.

ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE CORRESPONDING INSTRUCTIONS BELOW. IF THE NUMBER IS NOT SPECIFIED IN THIS BOX, IT IS NOT APPLICABLE FOR THIS BID.

2, 3, 4, 5, 6, 8, 9, 10, 11, 13, 14, 15

1. **MANDATORY PRE-BID** - All bidders must attend the **MANDATORY** pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LA.R.S. 38:2212(I), all prospective bidders shall be present at the beginning of the **MANDATORY** pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
2. **NON-MANDATORY PRE-BID** - Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. **JP LICENSE** - Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Building Permits. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Building Permits. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable municipality, Federal and/or State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.
4. **LSCB LICENSE** - A LA State Contractor's License will be required in accordance with LA.R.S. 37:2150 et. seq. and such license number must be entered in the appropriate field in the electronic procurement system. Failure to comply will cause the bid to be rejected.
5. **SITE VISIT** - It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
6. **JOB SITE CLEANLINESS** - Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.

Visit our website at [HTTP://JEFFPARISH.GOV/464/PURCHASING](http://JEFFPARISH.GOV/464/PURCHASING)

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

7. **PUBLIC WORKS BIDS** - All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise state in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. **NON-PUBLIC WORKS BIDS** - A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
- 9.. **NON-PUBLIC WORKS BIDS** - A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. **INSURANCE** - All bidders must comply with the requirements stated in the attached "Standard Insurance Requirements" sheet attached to this bid solicitation. Any deviation from the Standard Insurance Requirements must be requested in writing prior to bid opening. Proof of coverage will be required prior to award. Failure to comply with this instruction will result in bid rejection.
11. **BID BOND** - A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. Vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. **AS-NEEDED WORK** - This is a requirements-based contract to be provided on an as needed basis. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. **FREIGHT** - Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. **AFFIDAVIT** - Completed, Signed and Properly Notarized Affidavits Required; This applies to all solicitations in conformity with the provisions contained in LA.R.S. 38:2212.9, LA.R.S. 38:2212.10, LA.R.S. 38:2224, and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit, Debt Disclosures Affidavit and E-Verify Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled GENERIC BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
15. **FEDERAL FUNDING** - The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents and ensuing contract. All applicable certifications must be duly completed, signed and submitted as per the appendix instructions. Failure to submit applicable certifications per the appendix instruction will result in bid rejection.
16. **TAX EXEMPT** - For this project, the Contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which is permanently incorporated in the project (hereinafter referred to as "applicable materials and equipment"). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Owner), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owed on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session – Louisiana Revised Statute 47:301(8)(c). Owner will furnish to contractor a certificate form which certifies that Owner is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment, and report to Owner the amount of taxes not incurred.
17. **TECH AFFIDAVIT** - The Technology Affidavit is required for this solicitation and shall be submitted with the bid submission. Failure to do so will result in your bid being rejected. Pursuant to La. R.S. 38:2237.1, prior to the procurement of telecommunications or video surveillance equipment or services, the vendor shall provide documentation by affidavit that the equipment or services to be procured are not prohibited telecommunications or video surveillance equipment or services as defined in R.S. 39:1753.1(A). This affidavit is supplied as a courtesy to Affiant. It is the responsibility of the affiant to insure the affidavit submitted to Jefferson Parish complies, in both form and content, with federal, state and parish laws. No procurement shall be made from a vendor or other entity who fails to provide the documentation; any procurement in contravention to this requirement shall be null and void by law.

DATE: 6/25/2025

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BID NO: 50-00147990

BID FORM
Non Public Works

All Public Work Projects are required to use the Louisiana Uniform Public Work Bid Form

All prices must be held firm throughout the entirety of the contract. However, bidders may request that an escalation provision be added to their contract by selecting "yes" below. The escalation provision in the contract will state that only one escalation will be allowed during the term of the contract, and the escalation shall take effect only after the initial 12 month period of the contract. A vendor with an escalation provision in their contract must submit a request in writing to activate the provision, but should not do so any sooner than the first day of the 13th month of their contract. The escalation percentage shall be limited to the most recently published CPI figure issued at the time an adjustment is requested by bidder based on the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure.

Are you requesting an escalation provision?

YES _____ NO _____

For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES _____

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) _____

THIS SECTION MUST BE COMPLETED BY BIDDER:

FIRM NAME: _____

ADDRESS: _____

CITY, STATE: _____ ZIP: _____

TELEPHONE: () _____

E-MAIL: _____

In the event that addenda are issued with this bid, bidders **MUST** acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form by placing the addendum number as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: _____

NUMBER: _____

NUMBER: _____

NUMBER: _____

TOTAL PRICE OF ALL BID ITEMS: \$ _____

AUTHORIZED

SIGNATURE: _____

Printed Name

TITLE: _____

SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

NOTE: All bids should be returned with the **BID NUMBER** and **BID OPENING DATE** indicated on the outside of the envelope submitted to the Purchasing Department.

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00147990

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
			Two (2) Year Contract for Street Lighting Maintenance for the Westbank Harry Lee Expressway for the Jefferson Parish Engineering Department		
1	4.00	EA	0010 TWO (2) YEAR CONTRACT FOR THE WESTBANK/HARRY LEE EXPRESSWAY ROADWAY LIGHTING MAINTENANCE AND REPAIR - INVESTIGATION OF MULTIPLE OUTAGES DUE TO POTENTIAL POWER AND UNDERGROUND ISSUES PER SECTION G.	\$ _____	\$ _____
2	8.00	HR	0020 TRAFFIC CONTROL - SIGNS AND BARRICADES	\$ _____	\$ _____
3	8.00	HR	0030 POLE PICK UP FROM JEFFERSON PARISH WAREHOUSE	\$ _____	\$ _____
4	8.00	HR	0040 SUPERVISOR FOR OVERSIGHT AND COORDINATION WHEN USING APPROVED SUBCONTRACTORS AND/OR SPECIAL WORK ORDERS	\$ _____	\$ _____
5	8.00	HR	0050 LABOR - LICENSED ELECTRICIAN	\$ _____	\$ _____
6	8.00	HR	0060 LABOR - MECHANIC	\$ _____	\$ _____
7	8.00	HR	0070 LABOR - LABORER	\$ _____	\$ _____
8	8.00	HR	0080 Equipment Operator (CDL)	\$ _____	\$ _____
9	8.00	HR	0090 BUCKET TRUCK CAPABLE OF REACHING 45 FT WITH TOOLS AND EQUIPMENT NECESSARY TO UNDERTAKE WORK IN CONJUNCTION WITH THE REPAIR AND MAINTENANCE OF A STREET LIGHTING SYSTEM	\$ _____	\$ _____
10	1.00	EA	0100 KNOCKED DOWN POLES/PICK UP FOR THIS CONTRACT TERM. SEE SECTION G, 2-J ITEMS 1 & 2, ALSO SECTION I, 3-B DOWNED POLES SHALL NOT INCLUDE LINE ITEM 1	\$ _____	\$ _____

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00147990

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
11	8.00	HR	0110 BACKHOE AND LOADER COMBINATION (IF RENTED, EQUIPMENT SHALL BE CHARGED AT DIRECT COST)	\$ _____	\$ _____
12	8.00	HR	0120 TRUCK MOUNTED CRANE (IF RENTED, EQUIPMENT SHALL BE CHARGED AT DIRECT COST)	\$ _____	\$ _____
13	8.00	HR	0130 SERVICE TRUCK EQUIPPED WITH TOOLS AND EQUIPMENT NECESSARY TO UNDERTAKE WORK IN CONJUNCTION WITH THE REPAIR AND MAINTENANCE OF A STREET LIGHTING SYSTEM	\$ _____	\$ _____
14	8.00	HR	0140 FLATBED TRUCK (IF RENTED, EQUIPMENT SHALL BE CHARGED AT DIRECT COST)	\$ _____	\$ _____
15	8.00	HR	0150 BACKHOE LOADER TRANSPORT (IF RENTED EQUIPMENT SHALL BE CHARGED AT DIRECT COST)	\$ _____	\$ _____
16	8.00	HR	0160 AIR COMPRESSOR (IF RENTED, EQUIPMENT SHALL BE CHARGED AT DIRECT COST)	\$ _____	\$ _____
17	8.00	HR	0170 WELDING MACHINE (IF RENTED, EQUIPMENT SHALL BE CHARGED AT DIRECT COST)	\$ _____	\$ _____
18	100.00	LF	0180 DIRECTIONAL UNDERGROUND BORER SHALL BE PAID AS PER LINE ITEM, COST PER FOOT FOR ANY BORING UNDER THIS CONTRACT AND SHALL BE COMPLETED UNDER A "SPECIAL WORK ORDER" AND APPROVED BY THE DIVISION OF STREET LIGHTING BEFORE WORK COMMENCES	\$ _____	\$ _____
19	8.00	HR	0190 JACK HAMMER - PER HOUR (IF RENTED, EQUIPMENT SHALL BE CHARGED AT DIRECT COST)	\$ _____	\$ _____
20	8.00	HR	0200 UTILITY AND/OR POLE TRAILER (IF RENTED, EQUIPMENT WILL BE CHARGED AT	\$ _____	\$ _____

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00147990

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
			DIRECT COST)		
21	5.00	EA	0210 LEANING POLES NEEDING MINIMAL ADJUSTMENT	\$ _____	\$ _____
22	10.00	EA	0220 SPOT OUTAGE - FIXTURE CHANGE LABOR AND EQUIPMENT ONLY	\$ _____	\$ _____
23	100.00	EA	0230 RETROFIT FOR MORE THAN 3, MULTIPLE FIXTURE CHANGE - LABOR AND EQUIPMENT ONLY	\$ _____	\$ _____
24	1.00	EA	0240 100W HPS-M VOLT/480V NEMA, COBRA TYPE III OR WALLFLASHER FIXTURE WITH SEMI-CUT-OFF PRECISION REFRACTOR, WITH PE CELL, INCLUDING BULB AND FIXTURE COST ONLY, OR EQUAL	\$ _____	\$ _____
25	1.00	EA	0250 150W HPS-M VOLT/480V NEMA, COBRA TYPE III OR WALLFLASHER FIXTURE WITH SEMI-CUT-OFF PRECISION REFRACTOR, WITH PE CELL, INCLUDING BULB AND FIXTURE COST ONLY, OR EQUAL	\$ _____	\$ _____
26	1.00	EA	0260 250W - M VOLT/480V HPS COBRA AMERICAN ELECTRIC LIGHTING, TYPE III FIXTURE 315 25S R3 DG WITH SEMI-CUT-OFF PRECISION REFRACTOR, WITH PE CELL, INCLUDING BULB AND FIXTURE COST ONLY, OR EQUAL	\$ _____	\$ _____
27	1.00	EA	0270 400W M VOLT/480V HPS COBRA, AMERICAN ELECTRICAL LIGHTING, TYPE III FIXTURE 325 40S R3 DG WITH SEMI-CUT-OFF PRECISION REFRACTOR, WITH PE CELL, INCLUDING BULB AND FIXTURE COST ONLY, OR EQUAL	\$ _____	\$ _____
28	1.00	EA	0280 1000W HPS HIGH MAST LUMINAIRE INCLUDING BULB AND FIXTURE COST ONLY, OR EQUAL	\$ _____	\$ _____
29	1.00	EA	0290 1000W-480V HPS MOGUL FLAGPOLE LIGHTS INCLUDING BULB AND FIXTURE COST	\$ _____	\$ _____

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00147990

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
			ONLY		
30	1.00	EA	0300 LED BEACON LIGHTS (120V) 3 EACH SIDE OF HARVEY CANAL BRIDGE, (SHALL BE ISSUED AS A SPECIAL WORK ORDER	\$ _____	\$ _____
31	1.00	EA	0310 70W-M VOLT/480V RAMP LIGHTING, MED BASE,TO INCLUDE BULB AND FIXTURE COST ONLY	\$ _____	\$ _____
32	1.00	EA	0320 150W HPS/MH M VOLT/480V HPS HANGING PENDANT LIGHTS, AT INTERSECTIONS TO INCLUDE BULB AND FIXTURE COST ONLY	\$ _____	\$ _____
33	1.00	EA	0330 250W-480V MH-MOGUL BRIDGE COLUMN LIGHTS INCLUDING BULB AND FIXTURE COST ONLY	\$ _____	\$ _____
34	10.00	EA	0340 (A)AMERICAN ELECTRIC LIGHTING LED COBRA TYPE FIXTURE: ATBM P30 XXXXX R2 4K/5K LUMEN OUTPUT 15515, 118 WATTS, CONVERSION/RETROFIT-MULTIPLE FIXTURE COST ONLY, OR EQUAL. TERRY PKWY TO GARDEN RD	\$ _____	\$ _____
35	1.00	EA	0340 (B)AMERICAN ELECTRIC LIGHTING LED COBRA TYPE FIXTURE: ATBM P30 XXXXX R2 4K/5K LUMEN OUTPUT 15515, 118 WATTS, SPOT OUTAGE-FIXTURE COST AND LABOR, OR EQUAL. TERRY PKWY TO GARDEN RD	\$ _____	\$ _____
36	10.00	EA	0350 (A)AMERICAN ELECTRIC LIGHTING LED COBRA TYPE FIXTURE: ATBM P50 XXXXX R2 4K/5K LUMEN OUTPUT 18749, 152 WATTS, CONVERSION/RETROFIT-MULTIPLE FIXTURE COST ONLY, OR EQUAL. GARDEN RD TO JUNG BLVD.	\$ _____	\$ _____
37	1.00	EA	0350 (B)AMERICAN ELECTRIC LIGHTING LED COBRA TYPE FIXTURE: ATBM P50 XXXXX R2 4K/5K LUMEN OUTPUT 18749, 152 WATTS, SPOT OUTAGE-FIXTURE COST AND LABOR, OR EQUAL. GARDEN RD TO JUNG BLVD.	\$ _____	\$ _____
38	1.00	EA	0360 HAND HOLE COVERS, UNIVERSAL CROSSBAR COMPRESSION SERIES OR EQUAL,	\$ _____	\$ _____

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00147990

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
			INCLUDING LABOR, USED FOR MULTIPLE PART CHANGE		
39	1.00	EA	0370 HUBBELL POWER SYSTEMS HELICAL SCREW-IN FOUNDATION CAT. NO.T1121751, T1121215	\$ _____	\$ _____
40	1.00	EA	0380 QUAZITE BOX 12" X 12"	\$ _____	\$ _____
41	1.00	EA	0390 QUAZITE BOX 11" X 17"	\$ _____	\$ _____
42	1.00	EA	0400 QUAZITE BOX COVER 12" X 12"	\$ _____	\$ _____
43	1.00	EA	0410 QUAZITE BOX COVER 11" X 17"	\$ _____	\$ _____
44	1.00	EA	0420 NON FUSABLE BREAKAWAY HOLDER, USED FOR PART CHANGE, INCLUDES LABOR	\$ _____	\$ _____
45	1.00	EA	0430 FUSE HOLDER BREAKAWAY, USED FOR PART CHANGE, INCLUDES LABOR	\$ _____	\$ _____
46	1.00	EA	0440 MODULAR CABLE BREAKAWAY ASSEMBLY, MG2 FUSIBLE DISCONNECT DEVICE, USED FOR PART CHANGE, TO INCLUDE LABOR	\$ _____	\$ _____
47	1.00	EA	0450 PEDESTAL MOUNT CONTROLLER	\$ _____	\$ _____
48	1.00	EA	0460 DISCONNECT STAINLESS STEEL 120V- 240V 2 POLE FUSABLE	\$ _____	\$ _____
49	1.00	EA	0470 DISCONNECT STAINLESS STEEL 600 VOLT 2 PH (FUSABLE)	\$ _____	\$ _____
50	1.00	EA	0480 POLES SHALL BE SEAMLESS SPUN ALUMINUM (VALMONT 3408-45805Y4D1SBF OR EQUAL NUMBER DESCRIPTION MAY VARY), 40 MOUNTING HEIGHT. NOTE: ALL POLES	\$ _____	\$ _____

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00147990

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
			SHALL BE ROUND TAPERED AND INCLUDE FACTORY INSTALLED VIBRATION DAMPENERS, POLE ONLY.		
51	1.00	EA	0490 POLES SHALL BE SEAMLESS SPUN ALUMINUM (VALMONT 2708-45806T4D2SBF OR EQUAL, NUMBER DESCRIPTION MAY VARY), 30-FOOT MOUNTING HEIGHT. NOTE: ALL POLES SHALL BE ROUND TAPERED AND INCLUDE FACTORY INSTALLED VIBRATION DAMPENERS, POLE ONLY	\$ _____	\$ _____
52	1.00	EA	0500 VALMONT 6 FOOT CLAMP-MOUNTED, SINGLE ARM TYPE OR EQUAL TO RECEIVE THE FIXTURES NOTED ABOVE, ARM AND HARDWARE ONLY	\$ _____	\$ _____
53	1.00	EA	0510 VALMONT 8 FOOT CLAMP-MOUNTED, SINGLE ARM TYPE OR EQUAL, TO RECEIVE THE FIXTURES NOTED ABOVE, ARM AND HARDWARE ONLY	\$ _____	\$ _____
54	1.00	EA	0520 VALMONT 10 FOOT CLAMP-MOUNTED, SINGLE ARM TYPE OR EQUAL, TO RECEIVE THE FIXTURES NOTED ABOVE, ARM AND HARDWARE ONLY	\$ _____	\$ _____
55	1.00	EA	0530 VALMONT 6 FOOT CLAMP-MOUNTED, TRUSS-TYPE ARM (VALMONT 2TA0632CSBF OR EQUAL) TO RECEIVE THE FIXTURES NOTED ABOVE, ARM AND HARDWARE ONLY	\$ _____	\$ _____
56	1.00	EA	0540 VALMONT 8 FOOT CLAMP-MOUNTED, TRUSS-TYPE ARM (VALMONT 2TA0832CSBF OR EQUAL) TO RECEIVE THE FIXTURES NOTED ABOVE, ARM AND HARDWARE ONLY	\$ _____	\$ _____
57	1.00	EA	0550 VALMONT 10 FOOT CLAMP-MOUNTED, TRUSS-TYPE ARM (VALMONT 2TA1032CSBF OR EQUAL) TO RECEIVE THE FIXTURES NOTED ABOVE, ARM AND HARDWARE ONLY	\$ _____	\$ _____
58	1.00	EA	0560 VALMONT TB-1 BREAKAWAY TRANSFORMER BASE AND HARDWARE ONLY	\$ _____	\$ _____
59	1.00	EA	0570 VALMONT TB-2 BREAKAWAY TRANSFORMER BASE AND HARDWARE ONLY	\$ _____	\$ _____

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00147990

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
60	1.00	EA	0580 VALMONT TB-3 BREAKAWAY TRANSFORMER BASE AND HARDWARE ONLY	\$ _____	\$ _____
61	1.00	EA	0590 BIKE PATHWAY LIGHT POLE AND FIXTURE WHATLEY-RTA34-14-AB-BLK-SMS-FLD-BC1, W/STD HAND HOLE, OR EQUAL	\$ _____	\$ _____
62	10.00	EA	0600 SHADES OR FIXTURE LENSES BROKEN, DAMAGED, VANDALIZED OR MISSING, TO BE USED FOR PART CHANGE, INCLUDES LABOR	\$ _____	\$ _____
63	1.00	EA	0610 50 WATT, 70 WATT OR 100 WATT MH/HPS LAMP CHANGE, TO BE USED FOR SPOT OUTAGE AND/OR PART CHANGE, INCLUDES LABOR	\$ _____	\$ _____
64	1.00	EA	0620 150 WATT MH/HPS LAMP CHANGE, TO BE USED FOR SPOT OUTAGE AND/OR PART CHANGE, INCLUDES LABOR	\$ _____	\$ _____
65	1.00	EA	0630 175 WATT MH/HPS LAMP CHANGE, INCLUDING SPOT OUTAGE AND/OR PART CHANGE, INCLUDES LABOR	\$ _____	\$ _____
66	1.00	EA	0640 250 WATT MH/HPS LAMP CHANGE, TO BE USED FOR SPOT OUTAGE AND/OR PART CHANGE, INCLUDES LABOR	\$ _____	\$ _____
67	1.00	EA	0650 400 WATT MH/HPS LAMP CHANGE, TO BE USED FOR SPOT OUTAGE AND/OR PART CHANGE, INCLUDES LABOR	\$ _____	\$ _____
68	1.00	EA	0660 1000 WATT MH/HPS LAMP CHANGE, INCLUDING SPOT OUTAGE AND/OR PART CHANGE INCLUDES LABOR	\$ _____	\$ _____
69	1.00	EA	0670 480 VOLT PHOTO CONTROL, SPOT OUTAGE OR PART CHANGE, INCLUDES LABOR	\$ _____	\$ _____
70	1.00	EA	0680 100 HPS OR LED COBB LAMP BALLAST BYPASS REPLACEMENT, CL-S38 30 WATT 4K,	\$ _____	\$ _____

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00147990

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
			4500 LUMENS OR EQUAL, SEE PARTS LIST		
71	1.00	EA	0690 150 HPS OR LED COBB LAMP BALLAST BYPASS REPLACEMENT, CL-S38 40 WATT 4K, 6000 LUMENS OR EQUAL, SEE PARTS LIST	\$ _____	\$ _____
72	1.00	EA	0700 175 HPS OR LED COBB LAMP BALLAST BYPASS REPLACEMENT, CL-S38 60 WATT 4K, 9000 LUMENS OR EQUAL, SEE PARTS LIST	\$ _____	\$ _____
73	1.00	EA	0710 250 HPS OR LED COBB LAMP BALLAST BYPASS REPLACEMENT, CL-S35-80W-10, 80 WATT 4K, 11200 LUMENS OR EQUAL, SEE PARTS LIST	\$ _____	\$ _____
74	1.00	EA	0720 400 HPS OR LED COBB LAMP BALLAST BYPASS, CL-S35-110W-10, 110 WATT, 4K, 16500 LUMENS OR EQUAL, SEE PARTS LIST	\$ _____	\$ _____
75	1.00	EA	0730 1000 WATT LED COBB LAMP BALLAST BYPASS REPLACEMENT, MAY/MAY NOT BE AVAILABLE	\$ _____	\$ _____
76	2.00	EA	0740 5 AMP 600 VOLT BUSSMAN TYPE FUSE CHANGE, SPOT OUTAGE AND/OR PART CHANGE, INCLUDES LABOR	\$ _____	\$ _____
77	500.00	FT	0750 SO, SOFT RUBBER TYPE CORD, 12/3 CU 600 VOLT WIRE CHANGE INCLUDES LABOR FOR SPOT OUTAGE WIRE CHANGE	\$ _____	\$ _____
78	500.00	FT	0760 THWN-2 #12 SOLID WIRE FOR POLE WIRING, INCLUDES LABOR FOR SPOT OUTAGE WIRE CHANGE	\$ _____	\$ _____
79	40.00	EA	0770 AMERICAN ELECTRIC LIGHTING LED COBRA TYPE FIXTURE: ATBM P40 XXXXX R3 4K/5K LUMEN OUTPUT 17368, 135 WATTS, CONVERSION/RETROFIT-MULTIPLE FIXTURE COST ONLY, OR EQUAL. N CLAIBORNE PKWY TO HWY 90 W, 1 AND 2 LANE	\$ _____	\$ _____
80	40.00	EA	0780 AMERICAN ELECTRIC LIGHTING LED COBRA TYPE FIXTURE: ATBM P40 XXXXX R3	\$ _____	\$ _____

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00147990

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
			4K/5K LUMEN OUTPUT 17368, 135 WATTS, SPOT OUTAGE-FIXTURE COST ONLY, OR EQUAL. N CLAIBORNE PKWY TO HWY 90 W, 1 AND 2 LANE		
81	1.00	HR	0790 POLICE DETAIL - FOR THE ELEVATED PORTION WHEN APPROVED BY THE DIVISION OF STREETLIGHTING	\$ _____	\$ _____
82	8.00	HR	0800 LABOR OT - LICENSED ELECTRICIAN	\$ _____	\$ _____
83	8.00	HR	0810 LABOR OT - MECHANIC	\$ _____	\$ _____
84	8.00	HR	0820 LABOR OT - LABORER	\$ _____	\$ _____
85	8.00	HR	0830 EQUIPMENT OPERATOR (CDL) - OT	\$ _____	\$ _____
86	1.00	EA	0840 NON BIDDABLE ITEM (FOR BIDDING PURPOSES, PLEASE LEAVE BLANK) THE COST OF ANY OTHER MISCELLANEOUS ITEMS NECESSARY FOR THE COMPLETION OF THIS CONTRACT SHALL BE APPROVED BY JEFFERSON PARISH, WHEN THE COST OF SAID ITEMS ARE IDENTIFIED AND QUOTED	\$ <u>xxxxxxxxxxxx</u>	\$ <u>xxxxxxxxxxxx</u>
87	1.00	EA	0850 NON BIDDABLE ITEM (FOR BIDDING PURPOSES, PLEASE LEAVE BLANK) SPECIAL WORK ORDER INVOICES: "NOT TO EXCEED 0590 NON-BIDDABLE ITEM (FOR BIDDING PURPOSES PLEASE LEAVE BLANK) THE COST OF ANY OTHER MISCELLANEOUS ITEMS NECESSARY FOR THE COMPLETION OF THIS CONTRACT SHALL BE APPROVED BY JEFFERSON PARISH, WHEN TO COST OF SAID ITEMS ARE IDENTIFIED AND QUOTED. COST ESTIMATE, MUST BE APPROVED BY JEFFERSON PARISH (SECTION 1, PART 2B)	\$ <u>xxxxxxxxxxxx</u>	\$ <u>xxxxxxxxxxxx</u>

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (Bid #50-00147990 – Two (2) Year Contract for Street Lighting Maintenance for the Westbank Harry Lee Expressway for the Jefferson Parish Engineering Department)

FEMA CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.327 APPENDIX II TO 2 C.F.R. § 200

REMEDIES

(For all awarded contracts with a value greater than Simplified Acquisition Threshold as defined in 2CFR200 (\$250,000.00))

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Any violation or breach of terms of this contract of the Contractor or the Contractor's subcontractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Jefferson Parish General Terms and Conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than \$10,000.00)

Jefferson Parish reserves the right to terminate this contract for cause or convenience pursuant to the General Terms and Conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60)

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be

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declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering

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agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS-BACON ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program for all awarded construction contracts with a value greater than \$2,000.00. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**)

The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than

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quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the

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proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

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(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract,

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but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available,

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the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or § 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such

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laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

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Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

COPELAND “ANTI-KICKBACK” ACT

(This requirement applies to all prime construction contracts above \$2,000 in situations where the Davis-Bacon Act also applies. Provision shall be included in contracts and subcontracts for compliance with the Copeland “Anti-Kickback” Act. In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback” Act. As described in section A.4 regarding the Davis-Bacon Act, this provision only applies to certain FEMA grant and cooperative agreement programs. Please reference that list discussed above. Of note, it does not apply to the FEMA Public Assistance Program.)

Compliance with the Copeland “Anti-Kickback” Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements *do not* apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.)

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such

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work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this paragraph, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The federal agency and/or Jefferson Parish shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Further Compliance with the Contract Work Hours and Safety Standards Act:

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

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(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households -Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of “funding agreement” under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 *et seq.*).

(2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of *contract* performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal

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Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

(1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.

(2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.

(3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency*, upon written request, title to any subject invention—

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(1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.

(2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.

(3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

(1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal agency* except when transferred to the successor of that party of the *contractor's* business to which the invention pertains.

(2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor* Action to Protect the Government's Interest

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(1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

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The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

- (1) Such action is necessary because the *contractor* or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

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(k) Special Provisions for *Contracts* with Nonprofit Organizations

If the *contractor* is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;
- (2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary may review the *contractor's* licensing program and decisions regarding small business applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

Council Chair
Jefferson Parish Council
200 Derbigny Street, Suite 6200
Gretna, Louisiana 70053

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (Bid #50-00147990 – Two (2) Year Contract for Street Lighting Maintenance for the Westbank Harry Lee Expressway for the Jefferson Parish Engineering Department)

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(For all awarded contracts with a value greater than \$150,000.00)

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to Jefferson Parish and understands and agrees that the Jefferson Parish will, in turn, report each violation as required to assure notification to the recipient, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION

(Contractor must complete certification and submit prior to award.)

The Contractor represents and warrants that it and its subcontractors are not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (Bid #50-00147990 – Two (2) Year Contract for Street Lighting Maintenance for the Westbank Harry Lee Expressway for the Jefferson Parish Engineering Department)

that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

(Contractor must complete certification and submit prior to award.)

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000.00 shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

(for all purchase price of items exceeding \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.00)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

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(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(for all FEMA declarations and awards)

Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

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- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

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(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

DOMESTIC PREFERENCES FOR PROCUREMENTS

(for all FEMA declarations and awards)

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for federal award reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed and signed prior to award. (Bid #50-00147990 – Two (2) Year Contract for Street Lighting Maintenance for the Westbank Harry Lee Expressway for the Jefferson Parish Engineering Department)

ACCESS TO RECORDS

The following access to records requirements applies to this contract:

- (1) The contractor agrees to provide Jefferson Parish, the recipient, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval. The contractor shall include this provision in any subcontracts.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

COPYRIGHT

License and Delivery of Works Subject to Copyright and Data Rights

The Contractor grants to the Jefferson Parish, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Jefferson Parish or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Jefferson Parish data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Jefferson Parish.

CONFLICT OF INTEREST

Jefferson Parish adheres to the Louisiana Code of Governmental Ethics, contained in Louisiana Revised Statutes Annotated, R.S. 42:1101, et seq. Vendor/Proposer by this submission warrants that there are no "conflicts of interest" related to this procurement that would violate applicable Louisiana Law. Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.

GENERAL PROVISION FOR DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with Uniform Guidance of 2 C.F.R. § 200.322, the contractor should, to the greatest extent practicable, provide a preference for the purchase.

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acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

DEPARTMENT OF AGRICULTURE BUY AMERICAN PROVISION (7 C.F.R. § 210.21)

(This specific requirement applies to contracts for projects receiving federal financial assistance through USDA. Pursuant to Uniform Guidance 2 C.F.R. § 200.322, performance of the provision for domestic preference applies to all contracts funded through federal financial assistance not only for the agricultural commodities)

Jefferson Parish requires that a [school food authority](#) purchase, to the maximum extent practicable, domestic commodities or products.

Definition of domestic commodity or product: the term ‘domestic commodity or product’ means -

- * An agricultural commodity that is produced in the [United States](#); and
- * A food product that is processed in the [United States](#) substantially using agricultural commodities that are produced in the [United States](#).
- * Any commodity required by the Federal Grant to be domestically manufactured; parts or equipment to be manufactured in the United States.

The School Food Authority and vendor shall comply with the **Buy American Provision** for all solicitations and contracts that involve the purchase of food, USDA Regulation (7 CFR Part 250 and 7 CFR Part 210). The vendor is required to utilize, to the maximum extent practicable, domestic commodities and products. This requirement pertains to component items. It does not include spices, sauces, etc.

The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to

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buy domestic commodities or products for Program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d). Section 12(n) of the National School Lunch Act defines “domestic commodity or product” as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. Substantially means over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. The Buy American provision must be followed in all procurements where funds are used from the nonprofit food service account, whether directly by an SFA or on its behalf.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of day 14 days in advance of delivery. The request must include the:

Alternative substitute (s) that are domestic and meet the required specifications:

1. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

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Anti-Lobbying Form

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on
(name and title of bidder's official)

behalf of _____ that:
(name of bidder)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying, " in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, _____.

By _____
(signature of authorized official)

(title of authorized official)

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Debarment/Suspension Form

DEBARMENT/SUSPENSION CERTIFICATION

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(Name and Title of bidder's official)

(Name of bidder/company)

(Address)

(Address)

PHONE _____ FAX _____

EMAIL _____

Signature _____ Date _____

Evidence of Authority Instructions

Only an authorized Agent shall sign this proposal. Each Proposer is required to provide satisfactory evidence of the authority of the person signing for the agency, corporation, partnership or other legal entity, which shall be attached to the proposal.

The following page is a sample Corporate Resolution. This sample is supplied as a courtesy to Proposers, but it is the responsibility of the Proposer to ensure the evidence of authority they submit to Jefferson Parish complies, in both form and content, with federal, state and Parish laws. Additionally, a sample Sole Proprietorship Certification may be found at <https://www.jeffparish.gov/466/Document-Library>.

Instruction sheet may be omitted when submitting.

CORPORATE RESOLUTION

Excerpt from minutes of meeting of the Board of Directors of

Incorporated.

At the meeting of Directors of _____
Incorporated, duly noticed and held on _____,
A quorum being there present, on motion duly made and seconded. It was:

Resolved that _____, be and is hereby appointed, constituted and designated as agent and Attorney-In-Fact of the corporation with full power and authority to act on behalf of this corporation in all negotiations, bidding, concerns and transactions with the Parish of Jefferson or any of its agencies, departments, employees or agents, including but not limited to, the execution of all bids, papers, documents, affidavits, bonds, sureties, contracts and acts and to receive all purchase orders and notices issued pursuant to the provisions of any such bid or contract, this corporation hereby ratifying, approving, confirming, and accepting each and every such act performed by said agent and Attorney-In-Fact.

I hereby certify the foregoing to be a true and correct copy of an excerpt of the minutes of the above dated meeting of the Board of Directors of said corporation, and the same has not been revoked or rescinded.

Secretary-Treasurer

Date

Generic Bid Affidavit Instructions

This affidavit is supplied as a courtesy to Affiant. It is the responsibility of the affiant to insure the affidavit submitted to Jefferson Parish complies, in both form and content, with federal, state and parish laws. It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the council acts on the matter.

The Affidavit MUST comply with the following requirements to be accepted.

- Must be signed by an authorized representative of the entity.
- Must be notarized by a notary with proper jurisdiction who must sign and print name, and include bar/notary number.
- Location where the notarization is taking place should be filled in at the top of the affidavit – not the location of the contract services.
- MUST select either Choice A or B when required.
- If choice A is selected, it must include an attachment.

Affidavits with the following WILL NOT be accepted.

- If both choice A and B are selected, the affidavit will not be accepted.
- An affidavit marked N/A will not be accepted.
- An affidavit missing attachment(s) when required will not be accepted.
- An affidavit that is notarized by a notary who does not have jurisdiction in the place where notarized or is not active will not be accepted.
- Affidavits that are older than six (6) months will not be accepted.

Instruction sheet may be omitted when submitting the affidavit.

Generic Bid

AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

BEFORE ME, the undersigned authority, personally came and appeared:

_____ (Affiant) who after being duly sworn by me, deposed and
said that he/she is the fully authorized _____ of
_____ (Entity), who submitted a bid to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B _____ There are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Affiant further said:

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish of Jefferson to the Affiant.

Choice B _____ There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

Affiant further said:

Affiant personally has not been convicted of, nor has he/she entered into a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. No individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the Bidding Entity, has been convicted of or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:230)

A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or nolo contendere:

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67.16)
- (c) False accounting (R.S. 14:70)
- (d) Issuing worthless checks (R.S. 14:71)
- (e) Bank fraud (R.S. 14:71.1)
- (f) Forgery (R.S. 14:72)
- (g) Contractors; misapplication of payments prohibited (R.S. 14:202)
- (h) Malfeasance in office (R.S. 14:134)

The five-year prohibition provided for in this section shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to these provisions. If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract canceled, the awarded entity

making the false attestation shall be responsible to the public entity for the costs of rebidding, additional costs due to increased costs of bids and any and all delay costs due to the rebid or cancellation of this project.

Affiant further said:

- (1) Entity is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) Entity shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- (3) Entity shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (1) and (2) above.

Signature of Affiant

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME,
NOTARY PUBLIC ON THE _____ DAY
OF _____, 20_____.

Notary Public

Printed Name of Notary

Notary/Bar Roll Number

My commission expires _____.

STANDARD INSURANCE REQUIREMENTS FOR BIDDING PURPOSES

All required insurance under this bid shall conform to Jefferson Parish Resolution No. 136353 or No. 141125, as applicable. Contractors may not commence any work under any ensuing contract unless and until all required insurance and associated evidentiary requirements thereto have been met, along with any additional specifications contained in the **Invitation to Bid**. Except as where otherwise precluded by law, the Parish Attorney or her designee, with the concurrence of the Director of Risk Management or her designee, may agree on a case-by-case basis, to deviate from Jefferson Parish's standard insurance requirements, as provided in this Section. **Vendors requesting deviation therefrom shall submit such requests in writing, along with compelling substantiation, to the Purchasing Department prior to the bid's due date.** Any changes to the insurance requirements will be reflected in the bid specifications and addenda. Prior to contract execution and at all times thereafter during the term of such contract, contractors must provide and continuously maintain all coverages as required by the foregoing Resolutions, and the contract documents. Failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

Within ten (10) days of bid opening, the apparent low bidder will be required to provide final insurance certificates to the Parish which shall name the Parish of Jefferson, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council as additional insured on the Commercial General Liability, and the Comprehensive Automobile Liability policies to protect against negligence by the contractor as provided by contract. Failure to provide your certificate of insurance within the ten (10) days, shall result in the Parish rejecting your bid and moving on to the next lowest bidder. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish bid number.

JEFFERSON PARISH REQUIRED STANDARD INSURANCE

☒ WORKER'S COMPENSATION INSURANCE

As required by Worker's Compensation Law of the State of the Contractor's headquarters. Employer's Liability is included, with minimum limits of \$500,000 per occurrence, except it shall be \$1,000,000 per occurrence when Work is to be overwater and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act.

Waiver of Subrogation endorsement in favor of **the Parish of Jefferson, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council.**

Note: If your company is not required by law to carry worker's compensation insurance, i.e. sole employee of the company, then bidders must request a

worker's compensation insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized within ten (10) days of the bid opening. A scanned copy may be submitted initially; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

☒ **COMMERCIAL GENERAL LIABILITY**

Commercial General Liability Form CG 00 01, or pre-approved equivalent; Minimal acceptable limits: \$1,000,000 per occurrence; \$1,000,000 personal & advertising injury; \$2,000,000 general aggregate; and \$2,000,000 products/completed operations aggregate.

Waiver of Transfer of Rights of Recovery Against Others endorsement in favor of the Parish of Jefferson, its Districts, Departments, Agencies and Employees under the direction of the Parish President and the Parish Council.

☒ **BUSINESS AUTOMOBILE LIABILITY**

Minimal acceptable limit for bodily injury and property damage liability: \$1,000,000 Combined Single Limit.

Liability coverage to be provided for Any Auto OR for ALL Owned Autos and Hired and Non-owned Autos. **If contractor owns no vehicles, then a Hired and Non-owned Auto Liability policy is required.**

Waiver of Transfer of Rights of Recovery Against Others to Us endorsement in favor of the Parish of Jefferson, its Districts, Departments, Agencies and Employees under the direction of the Parish President and the Parish Council.

Note: This category may be omitted if bidders do not/will not utilize vehicles for the project AS DETERMINED BY Risk Management and Parish Attorney's Office after properly requesting a deviation as discussed above. Bidder must request a deviation prior to bid opening and may be given an automobile insurance declaration affidavit to execute. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted within ten (10) days of the bid opening. A scanned copy of the completed, signed and properly notarized affidavit may be submitted initially; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

DEDUCTIBLES - The Parish Attorney with concurrence of the Director of Risk Management have waived the deductible section of the Terms and Conditions for all Invitations to Bid, until further notice.

UMBRELLA LIABILITY COVERAGE - An umbrella policy or excess may be used to meet minimum requirements. If you are purporting to use an umbrella policy or excess to meet minimum requirements, then you must provide the Umbrella Schedule of Underlying Policies with the Certificate of Insurance evidencing which policies the Umbrella sits over.

FOR CONSTRUCTION AND RENOVATION PROJECTS: The following are required if selected below. Such insurance is due upon contract execution.

☐ **OWNER'S PROTECTIVE LIABILITY**

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

☐ **BUILDER'S RISK INSURANCE**

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.



JEFFERSON PARISH

PURCHASING DEPARTMENT

CYNTHIA LEE SHENG
PARISH PRESIDENT

RENNY SIMNO
DIRECTOR



May 2025

Changes to Jefferson Parish Bidding Information

The Jefferson Parish Purchasing Department would like to make vendors aware of the following changes that are now effective:

➤ **Additional Requirements for Bid Instructions:**

The Additional Requirements for Bid Instructions have been revised. The numbers correlating with the instructions may not be the same number as past bids. **Please read ALL instructions and bid documents carefully and thoroughly prior to bid submission.**

➤ **Affidavits:**

There is a new affidavit for all bids named "Generic Bid Affidavit". The Public Works Bid Affidavit and Non-Public Works Bid Affidavit are no longer valid. **The "Generic Bid Affidavit" must be submitted with ALL bid submissions.**

➤ **Insurance Requirements:**

Within ten (10) days of bid opening, the apparent low bidder will be required to provide FINAL insurance certificates evidencing the insurance coverages of the subject bid (please refer to each individual bid specifications requirements) to Jefferson Parish which shall name "the Parish of Jefferson, its Districts, Departments, and Agencies under the direction of the Parish President and the Parish Council" as additional insured on the Commercial General Liability and the Comprehensive Automobile Liability policies to protect against negligence by the contractor, as provided by contract.

Failure to provide your certificate of insurance within the ten (10) days of bid opening shall result in the Parish rejecting your bid as non-responsive and moving on to the next apparent lowest bidder.

You may still opt to send in your insurance certificates with your bid submission, however, if the provided certificates are not in FINAL form, if you are the apparent low bidder, then you will still be required to send in a FINAL certificate within 10 days of bid opening.